

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD APPROVED

DEC 09 2014

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CHANGE ORDER # 13

STANDARD PO NUMBER

CONTRACT PO NUMBER 2509465

TYPE OF CONTRACT: (Check One)

- ☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE



DEPARTMENT
INFORMATION
TECHNOLOGY
SERVICES

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY % OTHER %

DEPARTMENT CONTACT PERSON
JANICE A. EVANS

PHONE NO.
224-2908

CONTRACTOR'S NAME: UNISYS CORPORATION

DATE PREPARED
11/20/2014

CONTRACTOR'S ADDRESS: UNISYS WAY, BLUE BELL,
PENNSYLVANIA 19424

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE ☒
 TOTAL CONTRACT AMOUNT \$45,832,669.10
 TOTAL CPO AMOUNT \$44,872,669.10
 CHANGE AMOUNT \$960,000

PHONE NO.

☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-0387840

MINORITY FIRM ☐ YES ☒ NO

PURPOSE OF CONTRACT: MODERNIZATION PLAN FOR CITY COMPUTER SYSTEM

CHARGE ACCOUNT:

1000 - 350047 - 000000 - 617900 - 13224 - 000000 - 00000

TIME & DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN


REQUESTING DEPARTMENT



AUTHORIZED DEPARTMENT REPRESENTATIVE

BUDGET

- ☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL



BUDGET DIRECTOR OR DEPUTY

GRANT MANAGEMENT SECTION

- ☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

- ☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL



FINANCE DIRECTOR OR DEPUTY

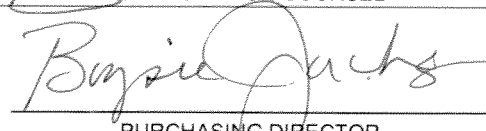
LAW DEPARTMENT

- ☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL



CORPORATION COUNSEL

PURCHASING DIVISION



PURCHASING DIRECTOR

11-25-14

12/0/14

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 13
TO
CONTRACT NO. 2509465**

THIS AMENDMENT AGREEMENT NO. 13 ("*Amendment*"), between Unisys Corporation ("*Contractor*"), with offices at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422 and the City of Detroit, a Municipal Corporation, acting by and through its Information Technology Services Department ("*City*"), is made to further amend Contract No. 2509465 dated July 28, 1999 between the *Contractor* and the *City*, as previously amended ("*Contract*").

WHEREAS, the *City* has engaged the *Contractor* to provide certain Products and Services to the *City*; and

WHEREAS, the *City* and the *Contractor* have entered into a *Contract* reflecting the terms and conditions governing the subject engagement; and

WHEREAS, Article 16 of the *Contract* permits the parties to amend the *Contract* by mutual agreement; and

WHEREAS, it is the-mutual desire of the parties to enter into this *Amendment* to amend the *Contract* to extend the licenses and support services term for the Libra 690 system and other products supplied under Amendment 10 to the Contract, as further described in section 1.02, below, until June 30, 2015.

NOW THEREFORE, in consideration of the foregoing, and the benefits to accrue to the parties and to the public from this Amendment, the parties agree that this *Contract* is amended as follows:

I. AMENDMENT TO ARTICLE 7 COMPENSATION

1.01 The total price for the Services covered by this Amendment 13 is Nine Hundred Sixty Thousand Dollars (\$960,000). The maximum amount of compensation for the complete and proper performance of the Services under this Contract is increased by this Amendment 13 by Nine Hundred Sixty Thousand Dollars (\$960,000) from Forty-four Million, Eight Hundred and Seventy Two Thousand, Six Hundred and Sixty Nine and 10/100 Dollars (\$44,872,669.10) to an amount not to exceed Forty-Five Million, Eight Hundred Thirty-Two Thousand, Six Hundred and Sixty Nine and 10/100 Dollars (\$45,832,669.10)

II. AMENDMENT TO ARTICLE 22, MISCELLANEOUS

2.01 The following is added to Article 22.05 for the Services covered by this Amendment 13:
"Further Contractor's entire liability to the City in connection with the Services covered

by this Amendment 13 shall not exceed one and one-half times the total price of the Services covered by this Amendment 13, as set forth in Article I of this Amendment. “

**III. EXTENSION OF LICENSES AND SUPPORT SERVICES
DESCRIBED IN EXHIBIT A-5 OF THE CONTRACT**

3.01 The parties agree to:

Extend/renew the license term for the Libra 690 Software and Term of Usage for the MIPS/Metered Software detailed in Schedule 1 to Exhibit A-5 through June 30, 2015;

Extend/renew the Unisys Support Services for the Libra 690 systems and DMX4 Products as described in Schedule 1 to Exhibit A-5 through June 30, 2015; and

Extend/renew the third party Software licenses and support services described in Schedule 2 to Exhibit A-5 Support services (excluding support for the EMC DMX1000 products, which has been discontinued and is not being renewed) through June 30, 2015:

Notwithstanding the extension of Unisys Support Services, Client acknowledges that engineering support for the Libra MCP operating system software version 51.1 has been discontinued and new engineering changes and releases for that version of the Libra MCP software are no longer available.

IV. ADDITION OF EXHIBIT B-5-1.TO THE CONTRACT

Exhibit B-5-1, attached to this Amendment, is added to the Contract.

**V. EFFECT OF AMENDED TERMS ON THE REMAINING
PROVISIONS OF THE CONTRACT**

5.01 With the exception of the provisions of the Contract specifically modified in this Amendment, all other terms, conditions and covenants contained in the Contract, as previously amended, shall remain in full force and effect and as set forth in the Contract, as previously amended.

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. Lara Norrad
Name

2. Paula Benta
Name

Contractor:

By: Raymond E. Balut
Name

Its: Mgr NAFO
Title

Witnesses:

1. Marqueta B. Vange
Name

2. Marqueta B. Vange
Name

City of Detroit

Information Technology Services
Department:

By: Sheela
Name

Its: DIRECTOR
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL OR E.M. ON:
CHARTER OF THE CITY OF DETROIT

DEC 09 2014

Date

Boyd Jack 12/10/14
Purchasing Director Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE

11-25-14
Corporation Counsel Date

FRC JAN 26 2015

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL OR EMERGENCY MANAGER AND SIGNED BY THE PURCHASING DIRECTOR.

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 24th day of November,
2014, by Charles Dodd,
(name of person who signed the contract)
the DIRECTOR,
(title of person who signed the contract as it appears on the contract)
of INFORMATION Technology SERVICES,
(complete name of the City department)
on behalf of the City.

Notary Public, County of _____
State of _____
My commission expires: _____

Sarah M. McCrary
SARAH M. MCCRARY
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 12, 2018
Acting in the County of Wayne

CORPORATE ACKNOWLEDGMENT

STATE OF Pennsylvania)
)SS.
COUNTY OF Montgomery)

The foregoing contract was acknowledged before me the 21st day of November,
2014, by Raymond J Babik,
(name of person who signed the contract)
the Manager, NAFO,
(title of person who signed the contract as it appears on the contract)
of Unisys Corporation,
(complete name of the corporation)
on behalf of the Corporation.

Janet A. Braverman
Notary Public, County of Montgomery
State of Pennsylvania

My commission expires: March 15, 2016

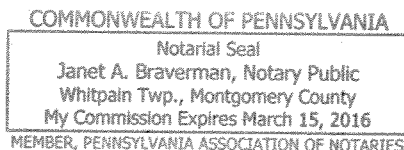


EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

(a) Notice to Proceed

The *Contractor* shall commence performance of this *Contract* upon receipt of the *City's* delivery of a written "Notice to Proceed" on the date and in the manner specified in the Notice to Proceed.

(b) Fixed Expiration Date

The *Contract* shall be completed five years after the date of commencement, unless the *City*, at its sole discretion, agrees to extend the *Contract* for five additional one-year periods.

II. Services to be Performed

This Scope of *Services* provides a detailed description of Installation and Migration *Services*, *Maintenance* and *Products* to be provided by the *Contractor* to the *City* in accordance with this *Contract*.

III. Introduction and Summary of Services

The following is a brief description of the *Installation and Migration Services*, *Maintenance* and *Products* to be provided by *Contractor* under this *Contract*.

1. ***Installation and Migration Services.*** The *Installation and Migration Services* are divided into 4 categories. The categories are A16/A17 Related *Services* (ITS), CAD *Services* (Police System), HP 9000 Related *Services* (for EMC and HP Upgrade integration to existing platforms at Waste Water), and Miscellaneous *Services* (those that provide support during the course of the entire project). The Description of *Services* also includes the "Acceptance Procedures" for each Service. After the *Contractor* indicates that it has completed the applicable portion of the *Services*, it shall sign a *System Acceptance Certificate* and submit the same to the *City*. After the *City* has accepted the applicable *Services*, the *City* shall sign a *System Acceptance Certificate* (a *System Acceptance Certificate* for each Service and *Product* is attached hereto and incorporated herein) acknowledging that the Service has been performed in accordance with this *Contract*. The applicable *System Acceptance Certificate* will be attached to the corresponding invoice and submitted to the *City* for payment in accordance with Exhibit B.

2. ***Products.*** The *Products* to be provided under the *Contract* are listed in the Schedules attached hereto. *Contractor* agrees to ship each *Product*, install each *Product* and make each *Product* "ready for use" in accordance with this *Contract*. After the *Product* is determined to be "ready for use" by the *City* and *Contractor*, the *City* and *Contractor* shall sign a *System Acceptance Certificate* acknowledging that the *Product* is "ready for use". The applicable *System Acceptance Certificate* will be attached to the corresponding invoice and submitted to the *City* for payment in accordance with Exhibit B.

3. **Maintenance.** *Maintenance* will be provided in accordance with the *Maintenance Services Description and Definitions* incorporated in this *Exhibit A*. Charges for *Maintenance* are incorporated in the charges for *Products* set forth in *Exhibit B*.

4. **Transition from old products to new Products.** The *City* currently operates *Contractor* products that were provided to the *City* under a previous *Contract* between *Contractor* and the *City* and for which the *City* is paying *Contractor* on a monthly basis (the "Original Products"). The parties agree that once the *City* has accepted the *Products* provided under this *Contract*, *Contractor* will deinstall and remove, at its sole cost and expense, the Original Products currently used by the *City*. In the event the *City* does not accept the *Products* provided under this *Contract*, *Contractor* will reinstall the Original Products and *Contractor* will continue to invoice the *City* and the *City* will continue to pay *Contractor* for the Original Products in accordance with the contract under which the original products were provided.

IV. Description of Installation and Migration Services:

This *Exhibit A* contains twenty five (25) separate *Services* modules of which the *City* may require all or part, at its sole discretion. The twenty-five (25) *Services* are divided into 4 categories. The categories are A16/A17 Related *Services* (ITS), CAD *Services* (Police System), HP 9000 Related *Services* (for EMC and DSI integration to existing platforms at Waste Water), and Miscellaneous *Services* (those that provide support during the course of the entire project).

Services Modules 1 through 11 below are A16/A17 Related *Services* (ITS) to be performed at Detroit Coleman A. Young Municipal Center (ITS). *Services* Modules 12 through 20 are Cad *Services* (Police System). *Services* Modules 21 and 22 are HP 9000 Related *Services* (for EMC and DSI integration to existing platforms at Waste Water). *Services* Modules 23 through 25 are Miscellaneous *Services* (those that provide support during the course of the entire project).

The twenty-five *Services* modules are as follows:

1. Software Compatibility Testing

ISAM, GEMCOS, PLISUPPORT and COBOL68 Qualification for 45.1 MCP Release.

The NX5800-class of systems require MCP 45.1 or later due to the advanced I/O technologies incorporated in the mainframe. In order to preserve the integrity of the existing ITS and CAD environments, several older software products will need to be upgraded and tested on the new platforms. This includes GEMCOS, COBOL68, ISAM, and the PLISUPPORT library. In order to ensure compatibility and functionality, *Contractor* will provide the following *Services*:

NOTE: This service only provides that the GEMCOS software will work on the 45.1 operating system release. This service does NOT include testing of Year 2000 readiness or any qualification that the *Products* will operate at the turn of Year 2000 or beyond. The *City* may elect to not have the GEMCOS *Product* upgraded and tested, and *Contractor* will not represent and warrant that such GEMCOS will be Year 2000 Compliant in accordance with this *Contract* as it will be uncertain GEMCOS will continue to operate correctly after 1/1/2000. However, the *City* acknowledges that all application programs that currently use the GEMCOS interface MUST be converted to a COMS interface before the end of 1999.

In order to ensure compatibility and functionality, *Contractor* will provide the following *Services*

- Deliver the existing software suites, along with local patches, to the *Contractor* Mission Viejo plant.
- Mission Viejo will include the patches to the base software, and recompile the code to a level compatible with NX5800 systems.
- The code will be tested in the plant for basic functionality.
- Modifications to the code to allow for the integration with the 45.1 operating system will be applied as required for full functionality..

- The completed and tested code files will be transported back to Detroit.
- *Contractor* personnel will install the code files into the NX5800 platform at ITS (early-delivery system).
- *Contractor* will assist ITS in preparing and completing an on-site functionality test to ensure that the software will perform as expected in all *City* production environments.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* notified the *City* that the modified code has been installed and tested by *Contractor*. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. The *City* will have thirty (30) calendar days from the date of notification to test the ISAM, GEMCOS, PLISUPPORT and COBOL68 facilities on an NX5800 platform. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the above deliverables, or proper functioning of the software description within such thirty (30) day period, the *City* will be deemed to have accepted the ISAM, GEMCOS, PLISUPPORT and COBOL68. If the *Contractor* provides a revised statement of completion, the *City* shall again have thirty (30) business days to either accept or reject the results.

2. Environmental Analysis – ITS Site

Mapping Existing Hardware and Preparing For the Future.

The environmental analysis for the Coleman A. Young Municipal Center (ITS) will be completed by *Contractor* Global Customer Services. This service will entail an in-depth analysis of the computer room and its support facilities (Air handling, power, lighting). The analysis will be detailed in a report format which will include recommendations to improve the computer room facilities. The recommendations that may be included in this report are:

- Power consolidation,
- Electrical backup possibilities, including cross-grid referencing,
- Current and future air handling requirements,
- Types of air conditioning that may be used to reduce dependency on water,
- Floor space usage,
- Under-floor recommendations,
- Handling air quality,
- Lighting options,
- Fire detection and prevention,
- Security systems.

While *Contractor* is prepared to assist or provide additional *Services* to implement the recommendations of the report, the costs for such recommendations are not included in the Modernization *Services* package.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* has completed the site audit, and the audit results have been delivered and reviewed with a representative of the *City* of Detroit. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date the audit results are reviewed without providing notice of disagreement, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

3. Software Upgrades, Testing, and Migration

Phased Upgrade of Existing A17, A16, and A11 Software and Applications

This service provides *Contractor* assistance on the ITS site to prepare for the migration and de-implementation of the A17 development system, A16 ProductionA system, and the A11 CAD system. Included in this migration is the setup of SPO (Single Point Operations). Within this service, *Contractor* will:

- Assist COD *City* Technical support in identifying programs requiring recompilation,
- Create the migration roadmap for LINC applications to 45.1 release levels as a post-migration effort,
- Assist in the testing of current *City* applications to ensure full functionality on NX5800 platforms,
- Test fall-back procedures to protect COD operating environments.
- Assist in all system migrations, including ITS, Development, and Police systems,
- Set up and test Single Point Operations at CAD and COLEMAN YOUNG MUNICIPAL CENTER locations,
- Assist in the migration of LINC, DMS, and RDB to 45.1 levels as a post-platform migration effort.
- Demonstrate successful fall back procedure to the *City*.

This is an on-going service that is provided throughout the migration process. The service includes any emergency assistance required prior to or after the migration of platforms to address any application or system software *Product* that is not performing within the parameters of the previous platform.

This service does not include *Contractor* personnel recompiling programs that are too old to run on the 45.1 MCP release, client application changes that enhance or modify functionality, or manipulation of client data that may be required in order to conform to 45.1 MCP levels. These tasks are the responsibility of *City*, and will be performed by *City* within the planning periods to be mutually agreed upon so as not to adversely affect the migration.

Acceptance Procedures:

There are multiple acceptance criteria for this step, as this service encompasses the entire scope of the project. The breakdown and acceptance criteria for each sub-step is as follows:

1) Single-point operations (SPO); the service for installing and configuring SPO is considered accepted when *Contractor* Corporation notifies the client that the system is operational, and demonstrates the operational capability to a *City* representative. If SPO installation is completed prior to the completion of NX5800 system installations, *Contractor* will continue to integrate each NX5800 system platform into the SPO environment, regardless of the date of service acceptance. For this acceptance to take place, a minimum of 1 NX5800 partition must be capable of being operated from the SPO environment.

2) COLEMAN A. YOUNG MUNICIPAL CENTER Development DMS/LINC Upgrade; this service will be considered as accepted when the *City* Development system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).

3) COLEMAN A. YOUNG MUNICIPAL CENTER ProductionA DMS/LINC Upgrade; this service will be considered as accepted when the *City* ProductionA system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).

4) CAD Production DMS/LINC Upgrade; this service will be considered as accepted when the *City* Police CAD system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).

5) Police Disaster Recovery DMS/LINC Upgrade; this service will be considered as accepted when the *City* COLEMAN YOUNG MUNICIPAL CENTER Disaster Recovery system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date of the last above referenced migration without providing a notice of disagreement, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

This service does not include Unisys personnel recompiling programs that are too old to run on the 45.1 MCP release, client application changes that enhance or modify functionality, or manipulation of client data that may be required in order to conform to 45.1 MCP levels. It is assumed that these tasks are the responsibility of COD, and will be performed by COD within the mutually agreeable planning periods so as not to adversely affect the migration.

EXHIBIT B-5-1 - FEE SCHEDULE

I. General

- (a) The total not to exceed charges for the Products and Services within the scope of this Amendment 13 are described below.
- (b) Unisys will invoice the City for the charges for the Products and Services within the scope of this Amendment upon execution of this Amendment by Unisys and the City. As this Amendment is for the extension of existing licenses and support services, no product is to be delivered and the acceptance terms of the Contract do not apply. Payment shall be due according to the payment terms of the Contract.

II. Unisys Libra 690 Software and Support Services Extension

The total not to exceed charges to extend the Unisys Libra 690 software licenses, metered usage rights, software subscriptions and support Services described in Schedule 1 to Exhibit A-5 through June 30, 2015 are: \$497,217.00.

III. non Unisys Products and non Unisys Support Services

The total not to exceed charges to extend the third party licenses and support services support services described in Schedule 2 to Exhibit A-5 (excluding support for the EMC DMX1000 products, which has been discontinued and is not being renewed) through June 30, 2015 are: \$462,783.00

IV. Total Contract Amendment 13 Price

TOTAL Contract price for Products and Support Services for Amendment 13: \$960,000.00

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: November 24, 2014 Department: Information Technology Services Division: Administration

Dept Head/Contact Person: Charles Dodd Phone No.: 224-1774

Description: _____ Contract No.: _____ PO Type: Prof Svc - CPO Est. Value: \$ _____

Contract Term (if applicable): June 30, 2015

Funding: City 100% State _____% Federal _____% Other: _____%

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Unisys Corporation Required Date: 12/1/2014

1. Is the product or service ESSENTIAL to department operations? ☒ Yes ☐ No

If "Yes" please explain why: The mainframe generates paychecks for City employees

Consequence of not buying: No paychecks can be generated

2. Was the product or service competitively bid? ☐ Yes ☒ No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

The COD and ITS is currently using a proprietary Unisys Libra Mainframe system to run critical applications.

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: This is a 6 month extension of a current contract.

4. Were savings achieved?
☐ Yes Amount \$ _____ ☒ No
Were additional savings requested? (10%) ☒ Yes ☐ No

5. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No
If yes please list: _____

6. The business being awarded is Extension of existing contract
If #6 is a renewal provide justification for renewal: The mainframe License Keys will expire Dec. 31, 2014. Resulting in the mainframe to shut down.
If #6 is a increase/decrease does this represent:

01/11/12

- ☐ Variance in unit price only (Current unit price \$ Suggest Unit Price \$)
☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☒ Yes ☐ No

If "yes" can this req/par be combined other department requirements.? ☐ Yes ☒ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES:

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: 

DATE: November 24, 2014

INFORMATION PROVIDED BY: Charles Dodd

TITLE: Director

PHONE NO. 224-1774

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Unisys Corporation
2. Address of Contractor: 801 Lakeview Drive
Suite 100
Blue Bell, PA 19422
3. Name of Predecessor Entities (if any): Sperry Corporation
Burr Foughs Corporation
4. Prior Affidavit submission? ☐ No ☐ Yes, on: _____
(Date of prior submission)
- If "No", complete Items 5 and 6.
- If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. ☒ Contractor was established in 1986 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

☐ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

☐ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

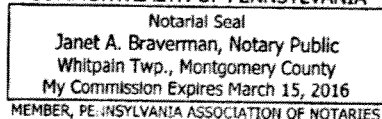
RAYMOND E BABIK (Printed Name) Mgr. NA FO (Title)

Raymond E Babik (Signature) 11/21/2014 (Date)

Subscribed and sworn to before me
this 21st day of November 2014

Janet A Braverman
Notary Public, Montgomery County, Michigan Pennsylvania
My Commission expires: March 15, 2016

COMMONWEALTH OF PENNSYLVANIA



REQUEST FOR INCOME TAX CLEARANCE 313 - 224 - 2908

REQUESTING DEPARTMENT/DIVISION: ITSD CONTACT: JANICE EVANS PHONE: _____

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

For: Individual
or Company Name UNISTS CORPORATION
Address 801 LAKEVIEW DRIVE

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

City BLUE BELL
State PA Zip Code 19422
Telephone 248-805-5014 Fax # 215-986-9376

E. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above) <u>MEREDITH HUGHES</u>	Telephone # <u>248-805-5014</u>
Employer Identification or Social Security Number <u>38-0387840</u>	Fax # <u>215-986-9376</u> Spouse Social Security Number

Nature of Contract: PROFESSIONAL SERVICES BID/CONTRACT AMOUNT (If known):
Labor: \$ _____ Material: \$ _____
Contract # (If known) 2509465

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: ☐ Individual ☒ Corporation ☐ Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
- Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
- Were you employed during the last seven (7) years? ☐ Yes ☐ No
- Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☒ No
- Will the company have employees working in Detroit? ☒ Yes ☐ No
- Will the company use sub-contractors or independent contractors in Detroit? ☒ Yes ☐ No

D FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes ☐ No Signature Courtney Jones Date SEP 26 2014 Expires SEP 26 2015
☐ Yes ☐ No Signature _____ Date _____ Expires _____
☐ Yes ☐ No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract PROFESSIONAL SERVICES, SOFTWARE, SUPPORT, EQUIPMENT
Contract Amount _____

Business Type: ☒ Corp () Partnership () Sole Proprietorship () Personal Services

Business Name UNISYS CORPORATION

Business Address 801 LAKEVIEW DRIVE, BLUE BELL, PA 19422

Ward/Item # _____

F.I.D. NO. 38-0387340

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person MEREDITH HUGHES

Phone Number 248-805-5014

Fax Number 215-986-9376

Owner(s) Home Address _____ () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
() Approved () Approved () Approved () Approved

Comments: _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature (City of Detroit)

8-26-14
Date

JAN 15 2015
Expiration Date

MEREDITH.HUGHES@UNISYS.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C No. Ext): (215) 255-2000 FAX (A/C No.): (215) 255-1893 E-MAIL ADDRESS:																					
INSURED Unisys Corporation 801 Lakeview Drive Suite 100 M/5 1-SE Blue Bell PA 19422 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Co of North America	43575	INSURER C:	National Union Fire Ins Co of Pittsburgh	19445	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	National Union Fire Ins Co of Pittsburgh	19445																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570053255918

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form PG <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HDOG27330835	04/01/2014	04/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH08819178	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		20562482	04/01/2014	04/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) A If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WLRC47885267 WLRC47885255 SCFC47885279 WLRC47885243	04/01/2014 04/01/2014 04/01/2014 04/01/2014	04/01/2015 04/01/2015 04/01/2015 04/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE-EA EMPLOYEE \$3,000,000 E.L. DISEASE-POLICY LIMIT \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Detroit is included as an Additional Insured on the General Liability and Auto Liability policies. All policies listed above shall not be canceled or reduced without at 30 days prior written notice to the city.

CERTIFICATE HOLDER**CANCELLATION**City of Detroit
2 Woodward Avenue
Detroit MI 48226 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

Certificate No : 570053255918

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the UNISYS CORPORATION, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current **Contract Specific** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: UNISYS CORPORATION
(Type or Print Legibly)

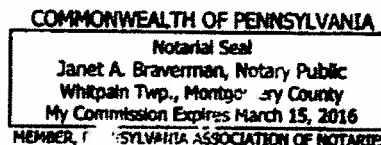
Contractor Address: 801 LOOKVIEW DRIVE, BLUE BELL, PA, 19422
(City) (State) (Zip)

Contractor Phone/E-mail: 248-805-5014, MEREDITH.HUGHES@UNISYS.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: JOHN P MONTGOMERY, ASST GEN COUNSEL, DIRECTOR, EEO COMPLIANCE
Signature of Authorized Representative: [Signature]
Date: 7/24/2014

*** This document **MUST** be notarized ***

Signature of Notary: [Signature]
Printed Name of Seal of Notary: Janet A. Braverman
My Commission Expires: 31 15 2016



For Office Use Only:	
Gov. Rec'd: <u>11/19/14</u> in	Department Name: _____
<input checked="" type="checkbox"/> Accepted by: <u>[Signature]</u>	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434	

Hiring Policy Compliance Affidavit

I, JOHN P. MONTAGHAN, being duly sworn, state that I am the ASSISTANT GENERAL COUNSEL,
DIRECTOR EEO COMPLIANCE of UNISYS CORPORATION
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

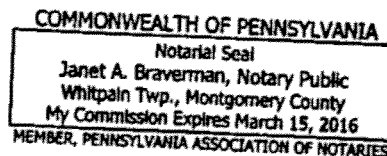
SIGNED,

John P. Montaghan
Title: ASSISTANT GENERAL COUNSEL Date: 7/24/14

STATE OF Pennsylvania)
COUNTY OF Montgomery) SS

The foregoing Affidavit was acknowledged before me the 24th day of July, 2014,
by John P. Montaghan.

Janet A. Braverman
Notary Public, County of Montgomery
State of Pennsylvania
My commission expires: March 15, 2016



JOB DESCRIPTION

Job Title: Computer Field Service Engineer
Job ID: 254668
Location: US-Ohio-Cleveland
Full/Part Time: Full-Time
Regular/Temporary: Regular

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Key Responsibilities

Unisys is a worldwide information technology company. We provide a portfolio of IT services, software, and technology that solves critical problems for clients. We specialize in helping clients secure their operations, increase the efficiency and utilization of their data centers, enhance support to their end users and constituents, and modernize their enterprise applications. To provide these services and solutions, we bring together offerings and capabilities in outsourcing services, systems integration and consulting services, infrastructure services, maintenance services, and high-end server technology. With approximately 23,000 employees, Unisys serves commercial organizations and government agencies throughout the world.

Responsible for installing, maintaining and repairing company and multi-vendor systems which include hardware, software and networking products as well as operating systems. Installs and optimizes HWSW/Networking product and configurations at customer sites. May diagnose and resolve product performance problems. Ensures customer satisfaction by advising customers on preventative maintenance and configurations which may impact product performance. Takes responsibility for potential or desired follow-up services (Sales/Systems Engineering) or problem escalation. Maintains a functional understanding of company service solutions.

Technical & Behavioral Skills

Excellent verbal/written communication required.

Experience in Microsoft Office preferred.

HS diploma/GED required. Associates degree preferred. CompTia certified preferred. 2+ years of experience.

APPLY NOW

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MY PROFILE

Please provide your name and other contact details in order to continue with the application. Changes made to your contact details on this page will be updated on all of the jobs you have applied to.

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Member information	
User Name:	testcharons
Password:	Change Password
Preferred Method of Contact:	Not Specified ▼

Name	
Name Format:	English ▼
Name Prefix:	▼
*First Name:	
Middle Name:	
*Last Name:	
Name Suffix:	▼

Address	
Country:	United States ▼
Address 1:	
Address 2:	
Address 3:	
City:	
State:	▼
Postal:	
County:	

Email Address	
Primary Email Type:	Select... ▼
Email Address:	Remove Email

[Add Another Email Address](#)

Phone	
Primary Phone Type:	Select... ▼
Phone Number:	Extension: Remove Phone

[Add Another Phone Number](#)

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Unisys Global Candidate Privacy Statement

Unisys respects the privacy of candidates for employment. By clicking the submit button on any of our job postings and by submitting your information, you agree to permit the use of your information by Unisys, its subsidiaries and vendors, for the exclusive purpose of recruitment and selection.

In connection with the recruitment process, recruitment data from the European Economic Area (EEA) may need to be transferred to Unisys subsidiaries and vendors outside the EEA. Where this happens Unisys will ensure that data will be treated with the same level of protection as would be accorded to it within the EEA.

Unisys will not normally ask for information of a sensitive nature (for example data relating to your health, your race, religion, criminal convictions), but where you choose to provide this information, you give your explicit consent for Unisys to process it in accordance with the Unisys Global Privacy Policy and local data privacy laws.

If you do not provide the information required, we will be unable to process your application for one or more of our job postings.

You are responsible for ensuring that the information submitted is correct and true. You may return to this site at any future date to add, correct or otherwise modify your submitted information.

Your information is being collected by Unisys Corporation of One Unisys Way, Blue Bell, Pennsylvania 19424, United States and will be held by Unisys Corporation. You agree that this information may be transferred to and held by any Unisys subsidiary to whom your information is submitted for a particular opening. A List of Unisys Subsidiaries is available by contacting ~Global.Recruting@unisys.com

Your application documents will be used within Unisys and its subsidiaries for recruitment and selection purposes only and treated in accordance with the Unisys Global Privacy Policy and local data privacy laws.

Unisys may retain and consider your data obtained through the application process in order to evaluate your qualifications later for other job openings. Your information will not be retained longer than necessary for the purpose for which the information may be lawfully used and in any event for no longer than 3 years unless otherwise mandated by local law. Your data will be purged after that period of time.

Terms and Agreements

Unisys and its subsidiaries are committed to protecting your privacy. You are knowingly electing to submit your personal information to employees of Unisys and its subsidiaries and vendors who are involved with the selection process for filling the opening(s) for which you are applying. By submitting your resume/CV and application, you are giving your consent so that Unisys and/or its subsidiaries may process your personal information for these purposes. If you agree, please click "Submit". If you disagree, click "Cancel" and the submittal process will discontinue and none of your data will be retained.

☒ I agree to these terms ☐ I do not agree to these terms

APPLY NOW
COMPLETE APPLICATION

Posting Title

Remove

Job Title Management

1

Note: Please Save the application before adding/removing a job to avoid losing any changes made.

Save Application

You have not added any resume to your application.

Add Resume





testsharon testsharon
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Blue Bell, PA 19422
Edit Profile

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




*Start Date: 01/01/2008 
End Date: 01/01/2010 
*Employer: test
*Ending Job Title: test
Telephone:
Comments:  

Address

Country: United States
Address 1:
Address 2:
Address 3:
City:
State:
Postal:
County:

UPDATE DEGREES

Details

*Degree: bsc  Bachelor of Business Science
Major: 
Country: 
State: 
School Code: 
School Name:
☒ Graduated

On this page you can tell us how you found out about the job. If you were referred to the job from another source you can enter details about the referral source.

Referral Information

How did you learn of the job:

SubSource:

Specific Referral Source:

*Are you a former employee:

No



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Questionnaire - Referral details, prior employment

Careers

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Get confirmation page

Unisys Corp is an equal opportunity employer committed to workplace diversity. Unisys does not discriminate against any applicant or employee for any unlawful reason, including race, color, religion, gender, national origin, age, disability or status as a disabled veteran, veteran of the Vietnam era, recently separated or other eligible veteran or other category protected by law.

As a federal contractor, Unisys is subject to certain non-discrimination, recordkeeping and reporting requirements to comply with federal law and governing regulations. Pursuant to these requirements, we invite all applicants to complete this questionnaire to assist evaluating our affirmative action program and progress as an equal opportunity employer. Submission of this information is voluntary and the information provided on this form (or your refusal to provide it) won't be used for any decision related to your employment or subject you to any other adverse treatment. The information provided will be kept confidential and shall be maintained separately, and may only be used for statistical purposes in accordance with the provisions of applicable federal laws, executive orders, and regulations, including those that require the information to be summarized and reported to the Federal Government for civil rights enforcement purpose.

*Gender:

Ethnic Group:

Careers

SUBMIT ONLINE APPLICATION

Self Identification Details

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*Gender:

Ethnic Group:

American Indian/Alaska Native (Not Hispanic/Latino)
Asian (Not Hispanic or Latino)
Black/African American (Not Hispanic or Latino)
Hawaii Native or Pac Islander (Not Hispanic/Latino)
Hispanic or Latino
I elect not to provide
Two or More Races (Not Hispanic or Latino)
White (Not Hispanic or Latino)

Submit

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UNISYS

SUBMIT ONLINE APPLICATION

Self Identification Details

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*Gender:

Ethnic Group:

Female
I elect not to provide
Male

Submit

Cancel

[Return to Previous Page](#)

Terms and Agreements

Unisys and its subsidiaries are committed to protecting your privacy. You are knowingly electing to submit your personal information to employees of Unisys and its subsidiaries and vendors who are involved with the selection process for filling the opening(s) for which you are applying. By submitting your resume/CV and application, you are giving your consent so that Unisys and/or its subsidiaries may process your personal information for these purposes. If you agree, please click "Submit". If you disagree, click "Cancel" and the submittal process will discontinue and none of your data will be retained.

☒ I agree to these terms ☐ I do not agree to these terms

Submit

Cancel

[Return to Previous Page](#)

CERTIFIED COPY OF RESOLUTIONS
of the
BOARD OF DIRECTORS
of
UNISYS CORPORATION

I, Carolyn B. Traczykiewicz, Assistant Secretary of Unisys Corporation, a Delaware corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a regular meeting of the Board of Directors of said Corporation held on September 27, 1990, which on the date hereof remain in full force and effect:

Bids, Proposals, and Contracts:


RESOLVED, that the officers of the Corporation at the level of elected Vice President or above be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to make, execute, enter into and deliver bids, proposals and contracts for the selling, leasing, licensing, supplying, performing, and delivering of computer products (including, without limitation, hardware and system software incorporated therein, application software, parts and supplies), systems and other services, other products and goods of the Corporation (whether or not manufactured or developed by the Corporation or others) to any customer, governmental or otherwise; and further

RESOLVED, that the officers of the Corporation above the level of elected Vice President be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to delegate the authority granted by the foregoing resolution to additional officers and/or employees of the Corporation, or to revoke any such delegation previously granted, which delegation, or revocation thereof, shall become effective when it is filed in writing with the Secretary of the Corporation; and further

RESOLVED, that the Secretary or any Assistant Secretary of the Corporation be, and each of them hereby is, authorized and empowered to certify, to any entity or person, the authority granted to any officer or employee of the Corporation pursuant to the foregoing resolutions, with such certification constituting conclusive evidence, binding upon the Corporation, of the authority of such officer or employee to make, execute, enter into or deliver the bids, proposals or contracts referred to in the foregoing resolutions.

I further certify that Raymond Babik, as of the date set forth below has been granted delegated authority. As such, he is authorized to execute the documents and agreements as authorized in the aforesaid resolutions which remain in full force and effect as of the date set forth below.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 24th day of September 2014.


Assistant Secretary

4. Network (NSP to EDCDLP) Migration

Installing and Qualifying New Data Communications Hardware

The NX5800 class of systems does not support the older NSP/LSP data communications hardware. In order to provide the connectivity required of existing applications, communications protocol handlers will have to be migrated and tested to newer enhanced Datacom hardware. This service provides for the testing, modification, and migration of existing *City* protocols to the new hardware implementation.

The Network Migration will be a phased approach, in which testing on the new hardware will be accomplished on the existing platform. This will require local field engineering support for installation of new hardware into the existing Development platform, along with completing necessary cabling. Local engineering costs are included within this service. The deliverables of this service include:

- Installation of one EDC-DLP into the existing Development platform during *City* off-hours,
- Migrating the protocols for use on EDC-DLP hardware,
- Testing and qualification of protocols and communications,
- Writing the new Network Information File for the migration of datacom to NX5800 platforms.

This service does not include any enhancements to existing protocols (unless required to provide existing functionality), or the implementation of new protocols that are currently not in use in the *City* processing environment.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* has installed an EDC-DLP, *Contractor* has notified the *City* that existing protocols have been migrated and tested, and *Contractor* delivers a new Network Information File for use on an NX5800 platform. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. The *City* will have ten (10) business days to test the following protocols before rejecting or accepting these *Services*:

- One terminal on InfoConnect;
- One terminal on Law Enforcement Inquiry Network (LEIN);
- One terminal on the 3270 protocol.

In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the communications requirements of this above description within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

5. NX Software Starter Plan

Setup of the New Development System Platform

This service provides *Contractor* personnel on site to tailor the ClearPath operating system parameters to the ITS operating environment. Basic starter plan *Services* were tailored to include field engineer *Services* to integrate the NX5800 platform into the A17 I/O subsystem. The deliverables of the starter plan service are:

- Employ GCS to integrate the NX5800 Development system into the A17 I/O subsystem during off-hours,
- Set up system parameters to mirror the operating environment of the existing A17 system,
- Tailor any parameters that do not effect the *City* environment to exploit the features of NX5800 systems,
- Install latest operating system updates for the 45.1 release,
- Install all licensed environmental software,
- Set up A-Series printing,
- Set up and define disk pack families,
- Load client data for testing in the new environment,
- Set up TCP/IP printing for demonstration purposes,
- Set up and test traditional data communications systems,
- Set up TCP/IP network parameters,
- Set up alternate halt/load families,
- Set up disk mirroring and disk caching as required,
- Test the final configuration,
- Assist *City* in qualifying the completed environment,
- Set up the NT Server environment,
- Set up and verify VLAN operations between the NT and the A-Series Servers.

This service does not include recompilation of client programs or manipulation of client data to conform to the 45.1 MCP operating system. Technical assistance or consulting on how *City* personnel can accomplish such tasks is included in the third service offering titled 'Software Upgrades, Testing and Migration to 45.1,' in this document.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* notifies the *City* that starter *Services* have been completed, and the following print-outs and/or media will be delivered as evidence that the starter plan is complete:

- 1) A print-out of a LOG CONFIGURATION, showing the settings and attributes of the partition;
- 2) A listing of the tailored initialization files for CNS, BNA, TCPIP, and TCPIP printing;
- 3) A repair disk and tape backup for the NT operating system on in-built NT servers.

Additionally, *Contractor* will demonstrate to the *City* the following functionality as evidence of completed starter plan components:

- 4) TCPIP printing capability by printing to at least three (3) client printers on the network from the A-Series side of the NX5800;
- 5) Demonstrate VLAN functionality between the NX A-Series and NT Server side of the platform through NX/Services;
- 6) Demonstrate network connectivity and routing capability by using the PING command to a computer on the local subnet, and a computer on a remote subnet, if any.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date of the demonstration or notify *Contractor* of the lack of compliance with the starter plan requirements of this service, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

6. A17 to NX5800 Migration Services

Moving to the New Development Platform.

Upon completion of the testing and setup of the new development system, a mutually agreeable timeframe will be set to migrate to the new system, retiring the current A17 system. This service includes the Services of an on-site field engineer to move the related hardware and cabling from the old system to the new system, and provides local Contractor software support to move and update the programs and data to the new platform. The Contractor shall also demonstrate a successful fall back procedure to the City. The City is then given a period to test the completed migration, and will make the decision as to staying on the new platform upon successful testing. If significant problems are found in testing that precludes the City from continuing operations on the new platform, the Services to migrate back to the old configuration are included.

Upon successful migration to the new Development system, the A17 and related I/O cabinetry will be de-installed and wrapped for shipping. The A17 system will be removed from the ITS data center by Contractor.

In the event of a required fallback to the prior system, Services for diagnosing and assisting in corrections are provided in Service offering # 3. Repeated migration efforts will not result in additional charges to the City.

Acceptance Procedures:

This service is accepted when Contractor notifies the City that the current A17 system has been successfully migrated to the NX5800 platform partition, and the City has tested the new platform for a period of not longer than thirty (30) business days from the date of notice of the successful migration and no significant defects were found in the operating system software or hardware platform by the City. For the purposes of acceptance, a 'significant defect' is defined as any hardware or system software defect that requires a 'fallback' scenario to the previous hardware platform. Acceptance criteria for this step defined in the following "Additional Acceptance Criteria". The Contractor will then sign and submit a *System Acceptance Certificate* to the City.

If the City does not sign a *System Acceptance Certificate* or notify Contractor of the lack of compliance with the migration Services requirements of this service within such thirty day period, the City will be deemed to have accepted this service. If the Contractor provides a revised statement of completion, the City shall again have thirty (30) business days to either accept or reject the results.

7. NX Software Starter Plan

Setup of the New Production System Platform

This service provides *Contractor* personnel on site to tailor the ClearPath operating system parameters to the ITS production operating environment. Basic starter plan *Services* were tailored to include field engineer *Services* to integrate the NX5800 platform into the A16 I/O subsystem. The deliverables of the starter plan service are:

- Employ GCS to integrate the NX5800 Development system into the A16 I/O subsystem during off-hours,
- Set up system parameters to mirror the operating environment of the existing A16 system,
- Tailor any parameters that do not effect the COD environment to exploit the features of NX5800 systems,
- Install latest operating system updates for the 45.1 release,
- Install all licensed environmental software,
- Set up A-Series printing,
- Set up and define disk pack families,
- Load client data for testing in the new environment,
- Set up TCP/IP printing for demonstration purposes,
- Set up and test traditional data communications systems,
- Set up TCP/IP network parameters,
- Set up alternate halt/load families,
- Set up disk mirroring and disk caching as required,
- Test the final configuration,
- Assist *City* in accepting qualifying the completed environment.

This service does not include recompilation of *City* programs or manipulation of *City* data to conform to the 45.1 MCP operating system. Technical assistance or consulting on how *City* personnel can accomplish such tasks is included in the third service offering titled 'Software Upgrades, Testing and Migration to 45.1'.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* notifies the *City* that starter *Services* have been completed, and has delivered the following print-outs and/or media as evidence that the starter plan is complete:

- 1) A print-out of a LOG CONFIGURATION, showing the settings and attributes of the partition;
- 2) A listing of the tailored initialization files for CNS, BNA, TCPIP, and TCPIP printing;
- 3) A repair disk and tape backup for the NT operating system on in-built NT servers.

Additionally, *Contractor* will demonstrate to the *City* the following functionality as evidence of completed starter plan components:

- 4) TCPIP printing capability by printing to at least three (3) printers on the network from the A-Series side of the NX5800;
- 5) Demonstrate VLAN functionality between the NX A-Series and NT Server side of the platform through NX/*Services*;

6) Demonstrate network connectivity and routing capability by using the PING command to a computer on the local subnet, and a computer on a remote subnet, if any.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date of the demonstration or notify *Contractor* of the lack of compliance with the starter plan requirements of this, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

8. A16 to NX5800 Migration Services

Moving to the New Production platform.

Upon completion of the testing and setup of the new production system, a mutually agreeable timeframe will be set to migrate to the new system, retiring the current A16 system. This service includes the *Services* of an on-site field engineer to move the related hardware and cabling from the old system to the new system, and provides local *Contractor* software support to move and update the programs and data to the new platform. The *Contractor* also shall demonstrate a successful fall back procedure to the *City*. The *City* is then given a period to test the completed migration, and will make the decision as to staying on the new platform upon successful testing. If significant problems are found in testing that precludes the client from continuing operations on the new platform, the *Services* to migrate back to the old configuration is included.

Upon successful migration to the new Production system, the A16 and related I/O cabinetry will be de-installed and wrapped for shipping. The A16 system will be removed from the ITS data center by *Contractor*.

In the event of a required fallback to the prior system, *Services* for diagnosing and assisting in corrections are provided in Service offering # 3. Repeated migration efforts will not result in additional charges to the *City*.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* notifies the *City* that the current A16 system has been successfully migrated to the NX5800 platform partition, the *City* has tested the new platform for a period of not longer than thirty (30) business days from the date of notice of the successful migration and no significant defects were found in the operating system software or hardware platform by the *City*. For the purposes of acceptance, a 'significant defect' is defined as any hardware or system software defect that requires a 'fallback' scenario to the previous hardware platform.

Acceptance criteria for this step is defined in the following "Additional Acceptance Criteria". The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the above description within such thirty day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have thirty (30) business days to either accept or reject the results.

9. EMC Disk Services

Installing and Configuring the EMC 3970 Disk Subsystem

This service provides for the installation and setup of the EMC disk subsystem. An EMC engineer will provide the following *Service*:

- Install and test the EMC model 3970 subsystem,
- Assist *Contractor* engineering in connecting the EMC unit to NX5800 platforms,
- Assist *City* in establishing connectivity of the EMC unit to existing HP platforms,
- Migrate the Detroit Resource Management System data from existing Hewlett Packard platforms to the new EMC cabinet,
- Provide software installation and setup of the SRDF application,
- Provide software installation and setup of the Time-Finder application,
- Configure EMC units to client specifications for HP and *Contractor* systems,
- Provide on-site training on EMC control software for *City* technical support & operations personnel during *Product* installation.

Formal off-site training courses provided by EMC are also available at an additional cost per person, and are not included in the *Contractor* Modernization *Services* package.

Set up of SRDF backup facilities are dependent upon either CNT or fiber link installation, and may occur after the initial EMC subsystem installation.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when EMC has finished the hardware installation, and the *Contractor* has notified the *City* that the equipment is 'Ready For Use' (RFU). The *City* will have ten (10) business days to test the equipment through normal copy and compare processes to ensure that the equipment is operating to published standards.

If the data communication links are not in place to provide SRDF recovery capability, EMC personnel shall demonstrate the installed SRDF and TimeFinder software to a *City* representative as evidence that the software service has been completed. *Contractor* will attempt to *Contract* with EMC personnel in the future to set up and test SRDF units upon availability of the physical data links for SRDF recovery purposes.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of EMC compliance with the disk installation service above description within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

10. DSI Tape Services

Installing and configuring the DSI Tape Subsystem

This service provides for the installation and setup of the DSI tape subsystem. A DSI engineer will provide the following *Services*:

- Install and test the DSI subsystem,
- Assist *Contractor* engineering in connecting the DSI unit to NX5800 platforms,
- Assist *City* in establishing connectivity of the DSI unit to existing HP platforms,
- Configure the split library for *Contractor* / HP robotics operations,
- Configure DSI tape units to client specifications for *Contractor* HP and *Contractor* systems,
- Provide on-site training on DSI control software for COD technical support & operations personnel,
- Provide on-site operational training of DSI tape units on *Contractor* HP and *Contractor* platforms,
- Provide on-site operational training on loading and unloading the tape library.

The on-site training included in this service offering covers 4 days of DSI personnel providing on-site training. Additional time may be contracted with DSI for an additional cost.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when DSI has completed the installation, the *Contractor* has notified the *City* that the equipment is 'Ready For Use' (RFU), and the four (4) days of operations training have been completed. The 4 days of training will commence immediately after the RFU date. During training, DSI will demonstrate the proper functionality of the tape subsystem and its connectivity to *Contractor* platforms. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. The *City* will have ten (10) business days after the completion of training to qualify that this service has been completed through normal backup testing. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of DSI compliance with the DSI tape *Services* requirements above description within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

11. Environmental Services

Follow-up to the Environmental Analysis

The following environmental deliverables were identified in the environmental audit for the COLEMAN A. YOUNG MUNICIPAL CENTER.

- Smoke Detection equipment and installation
- Power Distribution Unit and Installation (1)
- Replace existing PDU's (3) for Y2K compliance

These *Services* may be provided by *Contractor* as a result of the ITS data center environmental analysis. Since pricing of these *Services* is dependent on the results of the environmental analysis, costs for such *Services* are not included within this *Contract*. ITS may elect to have recommended *Services* provided by Unisys at an additional cost provided at a future date, or elect to have such recommendations provided by a third-party.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when the *Contractor* has finished installation of power and smoke detection equipment, has notified the *City* that the equipment is 'Ready For Use' (RFU), and has provided equipment documentation and applicable service documents to the *City*. *Contractor* will further demonstrate operability of the smoke detection system to a *City* representative as evidence that the service has been completed. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. Once such demonstration is complete, the *City* shall have ten (10) business days to qualify that this service has been completed through *City* testing. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of *Contractor* compliance with the Environmental *Services* requirements within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

CAD System Related Services
Police and Disaster Recovery System
1300 Beaubien Computer Facility

12. NX5800 Installation Services
Field Engineering Installation

This service includes GCS installation costs for the installation of the NX5800 platform at the Beaubien facility. This service includes the cost of field engineers to integrate existing peripherals into the NX5800 environment, and install the add-on equipment of this platform.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* has completed the equipment installation, completed all applicable diagnostics to ensure component functionality, and has notified the *City* that the equipment is 'Ready For Use' (RFU). The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. The *City* shall have ten (10) business days to verify that the NX5800 installation *Services* are completed. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the NX5800 installation *Services* requirements within ten (10) business day period, that the equipment is not "ready for use" within ten business days of *Contractor's* notification, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

13. Environmental Analysis – Beaubien Site

Mapping Existing Hardware and preparing for the Future.

The environmental analysis for the Beaubien Data Center (CAD) will be completed by *Contractor* Global Customer *Services*. This service will entail an in-depth analysis of the computer room and its support facilities (Air handling, power, lighting). The analysis will be detailed in a report format which will include recommendations to improve the computer room facilities. The recommendations that may be included in this report are:

- Power consolidation,
- Electrical backup possibilities, including cross-grid referencing,
- Current and future air handling requirements,
- Types of air conditioning that may be used to reduce dependency on water,
- Floor space usage,
- Under-floor recommendations,
- Handling air quality,
- Lighting options,
- Fire detection and prevention,
- Security systems.

This environmental analysis is similar to that of the ITS site, and will be conducted at the completion of the ITS site analysis. While *Contractor* is prepared to assist or provide additional *Services* to implement the recommendations of the report, the costs for such recommendations are not included in the Modernization *Services* package.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* has completed the site audit, and the audit results have been delivered and reviewed with a representative of the *City*. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date the audit results are reviewed without providing notice of disagreement, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

13 A. Environmental Services

Follow-up to the Environmental Analysis

The following environmental deliverables will be provided at the Coleman A. Young Municipal Center (ITS System) and Police Headquarters (CAD System). Their costs are included in Section 3, items 1 and 2, of *Exhibit B*.

- Smoke Detection equipment and installation
- Power Distribution Unit and Installation (1)

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when the *Contractor* has finished installation of power and smoke detection equipment, has notified the *City* that the equipment is 'Ready For Use' (RFU), and has provided equipment documentation and applicable service documents to the *City*. *Contractor* will further demonstrate operability of the smoke detection system to a *City* representative as evidence that the service has been completed. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. Once such demonstration is complete, the *City* will have ten (10) business days to qualify that this service has been completed through *City* testing. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of *Contractor* compliance with the environmental *Services* requirements within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

14. NX Software Starter Plan

Setup of the New Production System Platform

This service provides *Contractor* personnel on site to tailor the ClearPath operating system parameters to the CAD production operating environment. Basic starter plan *Services* were tailored to include field engineer *Services* to integrate the NX5800 platform into the A11 I/O subsystem. The deliverables of the starter plan service are:

- Employ GCS to integrate the NX5800 Development system into the A11 I/O subsystem during off-hours,
- Set up system parameters to mirror the operating environment of the existing A11 system,
- Tailor any parameters that do not effect the CAD environment to exploit the features of NX5800 systems,
- Install latest operating system updates for the 45.1 release,
- Install all licensed environmental software,
- Set up A-Series printing,
- Set up and define disk pack families,
- Load client data for testing in the new environment,
- Set up TCP/IP printing for demonstration purposes,
- Set up and test traditional data communications systems,
- Set up TCP/IP network parameters,
- Set up alternate halt/load families,
- Set up disk mirroring and disk caching as required,
- Test the final configuration,
- Assist *City* in qualifying the completed environment,
- Set up the NT Server environment,
- Set up and verify the VLAN connection between the NT and the A-Series servers.

This service does not include recompilation of client programs or manipulation of *City* data to conform to the 45.1 MCP operating system. Technical assistance or consulting on how *City* personnel can accomplish such tasks is included in the third service offering titled 'Software Upgrades, Testing and Migration to 45.1'.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when it notifies the *City* that starter *Services* have been completed, and has delivered the following print-outs and/or media as evidence that the starter plan is complete:

- 1) A print-out of a LOG CONFIGURATION, showing the settings and attributes of the partition;
- 2) A listing of the tailored initialization files for CNS, BNA, TCPIP, and TCPIP printing;
- 3) A repair disk and tape backup for the NT operating system on in-built NT servers.

Additionally, *Contractor* will demonstrate to the *City* the following functionality as evidence of completed starter plan components:

- 4) TCPIP printing capability by printing to at least three (3) printers on the network from the A-Series side of the NX5800;

- 5) Demonstrate VLAN functionality between the NX A-Series and NT Server side of the platform through NX/Services;
- 6) Demonstrate network connectivity and routing capability by using the PING command to a computer on the local subnet, and a computer on a remote subnet, if any.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* within ten (10) business days from the date of the demonstration or notify *Contractor* of the lack of compliance with the starter plan requirements of this service, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

15. EMC Disk Services

Installing and Configuring the EMC Disk Subsystem

This service provides for the installation and setup of the EMC disk subsystem. An EMC engineer will provide the following *Services*:

- Relocate EMC 3430 cabinet from COLEMAN A. YOUNG MUNICIPAL CENTER to the Police Data Center at Beaubien (after COLEMAN A. YOUNG MUNICIPAL CENTER EMC migration),
- Install and test the EMC subsystem,
- Assist *Contractor* engineering in connecting the EMC unit to NX5800 platforms,
- Provide software installation and setup of the SRDF application,
- Provide software installation and setup of the Time-Finder application,
- Configure EMC units to client specifications *Contractor* for HP SRDF and *Contractor* systems,
- Install and configure SRDF software,
- Provide on-site training on EMC control software for COD technical support & operations personnel during *Product* installation.

Formal off-site training courses provided by EMC are also available at an additional cost per person, and are not included in the *Contractor* Modernization *Services* package.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when EMC has finished the hardware installation, and the *Contractor* will write to the *City* that the equipment is 'Ready For Use' (RFU). The *City* will have ten (10) business days to test the equipment through normal copy and compare processes to ensure that the equipment is operating to published standards. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*.

If the data communication links are not in place to provide SRDF recovery capability, EMC personnel shall demonstrate the installed SRDF and TimeFinder software to a *City* representative as evidence that the software service has been completed. *Contractor* will attempt to *Contract* with EMC personnel in the future to set up and test SRDF units upon availability of the physical data links for SRDF recovery purposes. (Set up of SRDF backup facilities are dependent upon either CNT or fiber link installation, and may occur after the initial EMC subsystem installation.)

In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of EMC compliance with the above description within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

16. DSI Tape Services

Installing and Configuring the DSI Tape Subsystem

This service provides for the installation and setup of the DSI tape subsystem. A DSI engineer will provide the following *Services*:

- Install and test the DSI subsystem,
- Assist *Contractor* engineering in connecting the DSI unit to NX5800 platforms,
- Configure the library for *Contractor* operations,
- Configure DSI tape units to client specifications for *Contractor* systems,
- Provide on-site training on DSI control software for *City* technical support & operations personnel,
- Provide on-site operational training of DSI tape units on *Contractor* platforms,
- Provide on-site operational training on loading and unloading the tape library.

The on-site training included in this offering covers two (2) days of DSI personnel providing on-site training. Additional time may be contracted with DSI for an additional cost.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when DSI has completed the installation, the *Contractor* has notified the *City* that the equipment is 'Ready For Use' (RFU), and the two (2) days of operations training have been completed. The two (2) days of training will commence immediately after the RFU date. During training, DSI will demonstrate the proper functionality of the tape subsystem and its connectivity to *Contractor* platforms. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. The *City* will have ten (10) business days after the completion of training to qualify that this service has been completed through normal backup testing. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of DSI compliance with the DSI tape *Services* requirements within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

17. A11 to NX5800 Migration Services

Moving to the New Production platform.

Upon completion of the testing and setup of the new CAD system, a mutually agreeable timeframe will be set to migrate to the new system, retiring the current A11 system. This service includes the *Services* of an on-site field engineer to move the related hardware and cabling from the old system to the new system, and provides local *Contractor* software support to move and update the programs and data to the new platform. The *City* is then given a period to test the completed migration, and will make the decision as to staying on the new platform upon successful testing. If significant defects are found in testing that precludes the client from continuing operations on the new platform, the *Services* to migrate back to the old configuration are included.

Upon successful migration to the new CAD system, the A11 and related I/O cabinetry will be de-installed and wrapped for shipping. The A11 system will be removed from the Beaubien data center by *Contractor*.

In the event of a required fallback to the prior system, *Services* for diagnosing and assisting in corrections are provided in Service offering # 3. Repeated migration efforts will not result in additional charges to the *City*.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* notifies the *City* that the current A11 system has been successfully migrated to the NX5800 platform partition, and the *City* has tested the new platform for a period of not longer than thirty (30) business days from the date of notice of the successful migration and no significant defects were found in the operating system software or hardware platform by the *City*. For purposes of this acceptance, a "significant defect" is defined as any hardware or system software defect that required a fallback scenario to the previous hardware platform.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the migration *Services* requirements of this service within such thirty day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have thirty (30) business days to either accept or reject the results.

The *City* shall test the following Police applications and/or functions to qualify it's acceptance:

- CAD call taking via telephone (operator input);
- CAD alert via Silent Knight (electronic input);
- CAD dispatching;
- All terminal-type communications;
- All printers.

18. CAD Application Modernization

Using PowerClient, COMS, and LINC interfaces to Upgrade the Applications.

This Modernization service provides up to 60 hours of software support for updating current applications to COMS interfaces, and providing graphical client software interfaces to existing CAD applications. The applications targeted for modernization are the Call Tracker screen (for E911 Operators), and the Dispatcher Screen (for EMS, Fire, and Police dispatch). The service will also include changes that may be required to LINC interfaces in order to provide the graphical interface to the Call Tracker and Dispatcher screens. Additional time to modernize further applications may be requested at an additional cost.

This service does not include changes or enhancements to the application that adds data fields or significantly alters the functionality of the application.

This service may be started at a time convenient to *City* personnel at the completion of the NX5800 migration, and system migrations are not dependent upon its completion.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when a), the 60 hours of software support has expired, and has been sufficiently documented to the client as to the expenditure to time, and b), at least one previous CAD application has been demonstrated on a personal computer connected to the network through a TCP/IP protocol as functionally equivalent to the previous application, but modernized to the extent that the application is no longer dependent upon the previous hardware (dedicated terminal) or proprietary protocol.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the CAD Application Modernization requirements above description within ten (10) business days from the date that the 60 hours of software support has expired and at least one previous CAD application has been demonstrated on a personal computer, as set forth above, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

19. CAD RDB Testing and Enhancements

Preserving the *Contractor* CAD Fail-Over Environment

At the completion of the Police migration to the NX5800 platform, the fail-over system to ITS must be tested and adjusted as necessary. This testing and analysis will occur after the migration to ClearPath, and when the post-migration task of upgrading DMS and RDB to 45.1 is completed.

During this testing phase, *Contractor* will provide on site support to:

- Test RDB Fail over recovery,
- Assist in RDB and DMS 45.1 Upgrade.
- Upgrade Failover scripts to 45.1,
- Ensure that RDB switching performance is equal or greater to previous platforms,
- Make any adjustments required to scripts to ensure proper operation,
- Optimize scripting to exploit features of the NX5800 as applicable.

This service does not include changes or enhancements to the RDB system or scripts which would significantly alter current functionality, with the exception of those changes that may be mandatory to provide the same level of existing functionality.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when a failover test has been completed which successfully switches the CAD application from the Police NX5800 partition to the COLEMAN A. YOUNG MUNICIPAL CENTER NX5800 partition. The test must also include a successful switch back from the COLEMAN A. YOUNG MUNICIPAL CENTER partition to the Police NX5800 partition (i.e., non-hostile takeover).

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the CAD RDB testing and enhancements above description within ten (10) business days from the date that the failover and switchback testing has been completed, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

20. ProductionA Disaster Backup

Creating the Failover Environment for ITS

This service provides for the set up of the Disaster Recovery stand-by system at the Beaubien facility. The system will be set up with the ITS system parameters, and all ITS-related operating system software will be installed to the stand-by platform. *Contractor* will provide support to script an SRDF backup of the most critical applications of ITS Production in order to provide the failover provision for ITS processing. Expenses for the plant personnel to set up and test SRDF failover are included within the service. The service also provides local *Contractor* support and plant personnel to test the failover system and correct any deficiencies of the SRDF failover scripts dealing with network switching.

This service is dependent on the installation of either a CNT or fiber link between COLEMAN A. YOUNG MUNICIPAL CENTER and Beaubien facilities, and will occur after platform migrations are completed to full 45.1 MCP and DMS levels.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when *Contractor* has scripted the fail-over environment, and has successfully demonstrated a successful switch of the ITS environment from the COLEMAN A. YOUNG MUNICIPAL CENTER Production system to the Police Disaster Backup partition. The test must also include the a successful return to the COLEMAN A. YOUNG MUNICIPAL CENTER Production system from the Police Disaster Backup partition.

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. If the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the ProductionA disaster backup service above description within ten (10) business days from date that the script for the fail-over environment has been completed, and *Contractor* has demonstrated a successful switch of the ITS environment from the COLEMAN A. YOUNG MUNICIPAL CENTER Production system to the Police Disaster Backup partition, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

HP 9000 Related Services
Waste Water Backup Site

21. EMC Disk Installation

Providing Failover for ITS HP Systems

The *Contractor Modernization Services* include an EMC disk unit to be installed at the Waste/Water facility. This facility, in conjunction with an HP system to be upgraded and/or moved to the site, will provide EMC's SRDF recovery for DRMS data. This service provides for the installation, setup, and training of the EMC disk unit, and the setup of SRDF *Services* to remotely mirror the ITS HP environment. This service may require a two-phase approach. The first phase is to install and set up the EMC disk unit for the local HP system(s). The second phase would be to set up SRDF recovery, which is dependent upon the completion of the planned fiber connection. An EMC engineer will provide the following *Services*:

- Install and test the EMC subsystem,
- Assist *City* in connecting the EMC unit to the HP9000 platform,
- Provide software installation and setup of the SRDF application,
- Provide software installation and setup of the Time-Finder application,
- Configure EMC units to client specifications for HP SRDF and work order systems,
- Provide on-site training on EMC control software for *City* technical support & operations personnel during *Product* installation.

Formal off-site training courses provided by EMC are also available at an additional cost per person, and are not included in the *Contractor Modernization Services* package.

Set up of SRDF backup facilities are dependent upon either CNT or fiber link installation, and may occur after the initial EMC subsystem installation.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when EMC has finished the hardware installation, and the *Contractor* will notify the *City* that the equipment is 'Ready For Use' (RFU). The *City* will have ten (10) business days to test the equipment through normal copy and compare processes to ensure that the equipment is operating to published standards. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. In the event the *City* does not notify the *Contractor* within such ten (10) day period of the lack of EMC compliance with the EMC disk service requirements of this service, the *City* will be deemed to have accepted the equipment.

If the data communication links are not in place to provide SRDF recovery capability, EMC personnel shall demonstrate the installed SRDF and TimeFinder software to a *City* representative as evidence that the software service has been completed. *Contractor* will attempt to *Contract* with EMC personnel in the future to set up and test SRDF units upon availability of the physical data links for SRDF recovery purposes.

22. HP Upgrade Services

Installing and Configuring the HP Upgrades to WW HP

This service provides for the installation and setup of the HP Hardware Upgrade to the Waste Water HP. Plexus will be employed to provide the project management, physical hardware, and installation coordination of the upgrade. Plexus will provide the following *Services*:

- Install and test the HP Upgrade,
- Provide reconfiguration *Services* to maintain existing equipment connectivity as required.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure when Plexus has notified the *City* that the upgrade has been installed and tested, all configuration parameters, if any, have been completed, and the upgrade equipment is 'Ready For Use' (RFU).

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of Plexus compliance with the HP installation service within such ten (10) business day period, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

Miscellaneous Services
Services Spanning the Modernization Project

23. On-going Technical Support
Providing On-site Assistance After Migration

This service includes 160 hours of on-site assistance after completion of the project. The application of the on-site assistance is at the discretion of *City*, but is intended to provide continuing support as *City* acquires knowledge and expertise on the new platforms. The service is delivered by a local *Contractor* support specialist.

Acceptance Procedures:

This service is an hourly service, and will be completed and accepted as a percentage of the 160 hours used, released in terms of percentage completed on a monthly basis. *Contractor* will demonstrate the percentage of this service complete for each month by providing the *City* with documentation for the hours expended each month in on-going technical support of the ITS/CAD environments. The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the technical support *Services* above description within ten (10) business days from the date the *City* receives notice of the hours used and the applicable documentation, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

24. Training Development and Provisioning

Developing and Providing a Training Curriculum for COD Personnel

Contractor will provide a training agenda for up to two *City* technical candidates. The curriculum will be designed to provide a tailored training 'roadmap' for specific identified *City* candidates who will be given the responsibility for maintaining the new platform environments. The actual training courses included in this service are listed below. Expenses incurred in travel, meals, and lodging during the costs and expenses to attend the recommended training are not included as part of this service. There are five (5) course vouchers provided for each course, providing training in each course to five (5) *City* candidates. The disbursement of vouchers among *City* personnel is at *City's* discretion.

(5)	EL2007	A-Series Operations
(5)	EL2004	A-Series Administration
(5)	EL2006	A-Series Overview for Programmers
(5)	EL2009	A-Series Work Flow Language
(5)	EL2019	ClearPath HMP NX/ <i>Services</i> Administration and Operations
(5)	EL2023	A-Series COMS Administration and Operations
(5)	EL2030	A-Series Security
(5)	001130	TCP/IP Seminar
(5)	EL6780	Administering Microsoft Windows NT 4.0

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure upon delivery of a voucher for each class as described in the Training Development and Provisioning service. There will be one voucher per class per pupil delivered. The *City* has 6 months from the effective date of the *Contract* to use the vouchers at their discretion. Expired vouchers will not be redeemable for cash or credits for any other *Contractor* equipment, software, or service. The *Contractor* will then sign and submit a Certificate of Acceptance to the *City*. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the training provisions in the above description within ten (10) business days from the date the *City* receives notice of the completion of providing the training vouchers, the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

25. Project Management

Managing Resources and Schedules

Contractor will include a Project Manager as part of *Modernization Services*. The Project Manager will be responsible for creating and maintaining a project plan, attending technical meetings in setting up the migration schedules, creating and forwarding meeting minutes to interested parties, providing technical assistance when necessary, and acquiring technical resources at the proper time during the migration process. The specific deliverables of project management include:

- Attend and host *City* technical meetings to review and finalize project plans,
- Agree and set resource controls between *City* technical groups and *Contractor* technical groups,
- Provide for up to 4 months of weekly project meetings,
- Maintain the project plan and adjust as necessary,
- Track the time expended by parties to ensure milestone targets are met,
- Provide up to four project reviews with *City* management to show the progress of the project,
- Manage resources to fit within *City's* required time frames and milestone commitments,
- Provide technical assistance when necessary.

Acceptance Procedures:

The *Contractor* may commence this acceptance procedure in stages of project completion. The total dollar value of the *Services* will be divided by five major milestones, and will be accepted as one-quarter payment as each of the major milestones are completed. The five milestones are as follows:

- 1) Completed project plan system acceptance of the ITS Development System to NX5800 (service item # 6).
- 2) Completed project plan system acceptance of the ITS ProductionA System to NX5800 (service item # 8).
- 3) Completed project plan system acceptance of the Police CAD System to NX5800 (service item # 17).
- 4) Completed project plan testing and acceptance of the COLEMAN A YOUNG MUNICIPAL CENTER
- 5) Disaster Backup system (service item # 20).

The *Contractor* will then sign and submit a *System Acceptance Certificate* to the *City*. In the event the *City* does not sign a *System Acceptance Certificate* or notify *Contractor* of the lack of compliance with the project management service within above description within ten (10) business days from the date the *City* receives notice of the completion of the above milestone(s), the *City* will be deemed to have accepted this service. If the *Contractor* provides a revised statement of completion, the *City* shall again have ten (10) business days to either accept or reject the results.

II. Products

1. Schedules - Ordering Procedure

Contractor will furnish to *City* and *City* will accept and pay for the *Products* itemized on the *Product* Schedule attached to this Exhibit A which, together with the terms on the *Product* Schedule, are an integral part of this *Contract*.

All references to *Products* in this *Contract* are to the *Products* listed on the *Product* Schedule and on any *Product* Schedule submitted to and accepted by *Contractor* pursuant to this *Contract* and to any *Products* supplied by *Contractor* with such listed *Products*.

The *City* may order additional *Products* with *Contractor*'s approval by *Amendment* to this *Contract*.

Contractor, with the *City*'s express written approval, may substitute *Products* of equivalent or superior functionality and performance in the event that any of the *Products* ordered are not available at the time of shipment.

2. Delivery and Installation

Contractor will arrange for delivery of *Products* and will pay for transportation of *Products*. The *City* will pay for all cables and site-specific installation materials required to install the equipment at the *City*'s site.

Contractor will provide the *City* with two copies of the then-current user documentation, in paper and electronic form at the option of *Contractor*, for use with the *Products* ordered and environmental specifications for equipment, where applicable. Prior to delivery of equipment, the *City* will prepare the installation site and will continue to maintain the installation site in accordance with such specifications.

Contractor will install all items of equipment and software. All *Products* to be installed by *Contractor* will be installed during *Contractor* normal working hours, unless otherwise provided in this *Contract*.

If additional labor and rigging is required for installation due to the *City*'s special site requirements, *City* will pay those costs including costs to meet union or local law requirements.

3. Acceptance

The *City* acknowledges and agrees that the *System Acceptance Certificates* for *Products* does not include acceptance of, or work performed for, Installation and Migration Services as outlined in this Exhibit. The term "ready for use" set forth in the *System Acceptance Certificates* for *Products* shall mean that the *Product* identified in the *System Acceptance Certificate* is performing in accordance with *Contractor*'s published specifications only.

III. Maintenance

Contractor warrants that *Products* and Software will be supported in accordance with the *Maintenance* Service identified in the attached Schedule One. *Contractor*' sole and exclusive obligations under this

warranty will be to ensure that the *Products* and software conform to the specifications of this *Contract* and conform to the *Maintenance Descriptions*.

Maintenance Services will include repair or correction of material deviations that prevent the *Product* from being Year 2000 Ready only to the extent required under Section 20 of the *Contract*.

Maintenance Services do not include correction or repair of defects, including any related to date data functionality, in the design, manufacture, materials or workmanship of either (i) non *Contractor Services* or *Products* without a *Contractor* brand, or (ii) *Product(s)* for which *Contractor* has discontinued development center support.

VI. City's Responsibilities:

City acknowledges it has independently determined that the *Products* and *Services* ordered under this *Contract* meet its requirements.

City has sole responsibility for use of the *Products*, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for *City's* intended use of the *Products*. *City* shall use its best efforts to ensure that *Contractor's* performance under this *Contract* is not improperly inhibited.

City will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the *Products* and that the *Products* are used in accordance with applicable *Contractor* manuals and instructions.

City will maintain back-up data necessary to replace critical *City* data in the event of loss or damage to such data from any cause.

City will (a) maintain the operating environment in accordance with *Contractor's* specifications, (b) provide adequate working and storage space for use by *Contractor* personnel near the equipment, (c) provide *Contractor* full access to the equipment and sufficient computer time, subject only to *City's* security rules, (d) follow *Contractor* procedures for placing service requests and determining if remedial service is required, (e) follow *Contractor* instructions for operator *Maintenance* and obtaining *Services*, (f) provide a memory dump and additional data in machine readable form if requested, (g) reproduce suspected errors or malfunctions in Software, and (h) install all error corrections and *Maintenance* releases supplied by *Contractor*.

V. General:

Statements made to the *City* in the course of this sale are subject to the Year 2000 Information and Readiness Disclosure Act (15 U.S.C. 1-note). In the case of a dispute, this Act may reduce the *City's* legal rights regarding the use of any such statements, unless otherwise specified in this *Contract*. The terms and conditions of this *Contract* will supersede all other terms and conditions submitted by *City*, including any preprinted terms on any *City* purchase orders.

City acknowledges that the performance key and related Software mechanisms or, as applicable, the instruction processor emulation code for a ClearPath system comprise(s) Software that may not be modified. *City* may transfer possession of the performance key or instruction processor emulation code for a ClearPath System to another party only with the transfer of the entire central processor equipment complex of the system model for which *Contractor* furnished that code or key. A license to use the transferred performance key or instruction processor emulation code must be obtained by the transferee directly from *Contractor*.

Each subscription (SUBSCRN) license entitles *City* to Software Updates that *Contractor* releases for the same eligible Software during the applicable term of the subscription. *City* acknowledges that a valid license for the eligible Software and entitlement to the latest related *Maintenance Releases* are prerequisites to receiving Software updates under a subscription.

Pricing for *Products* provided by *Contractor* are based on the assumption that *City* will be trading-in the NX4600 utilized by the Department of Health by August 1, 1999 and in consideration for the trade-in, *Contractor* is providing the *City* with a net trade-in credit of one hundred and eighty-five thousand, one hundred and fifteen dollars (\$185,115). In the event that the *City* has not completed the NX4600 cut-over by August 1, 1999, *City* will pay *Contractor* six thousand six hundred and twenty-eight dollars (\$6,628.00) per month for every month in which the cut-over has not taken place beginning on August 1, 1999 and ending on April 1, 2000. If the *City* has not cut-over the NX4600 by April 1, 2000, the *City* shall keep the NX4600 and pay *Contractor* one hundred and thirty-two thousand, ninety-one dollars (\$132,091) in accordance with the payment terms set forth in the *City's* Prompt Payment Act.

Contractor shall provide *City* with NX58232-242 HW and NX580032-42 SW (the "Upgrade Kit(s)") to be utilized solely for the purposes of disaster recovery. Disaster Recovery is defined an event that renders an NX5822-43 unavailable for processing. The Upgrade Kit(s) may be utilized by *City* for Disaster Recovery, free of charge, for a period of not longer than thirty (30) days. In the event *City* requires the use of the Upgrade Kit(s) for Disaster Recovery for more than thirty (30) days, *Contractor* will charge *City* a rate based upon the then current monthly amounts for hardware, software and support for each day of use beyond the initial thirty (30) day period. *City* will provide *Contractor* with a secure and adequate location within the *City* limits of Detroit to store the Upgrade Kit(s) and *City* agrees that no one other than *Contractor* will have access to the location in which the Upgrade Kit(s) are stored.

Schedule One
to
Exhibit A

This Schedule One is hereby attached to and incorporated into *Exhibit A* of the Professional Services Contract between Contractor the City.

Definitions and Service Descriptions

A. Definitions

Principal Period of Maintenance ("PPM") means 8:00 AM to 5:00 PM, the City's local time, Monday through Friday, excluding Contractor designated holidays.

Off Hours means all hours other than the PPM.

City Operational Hours ("COH") means all times when City uses the Products.

Failed Unit means a unit of equipment enrolled under Maintenance, which is deemed eligible by Contractor for exchange, that is identified by City as not in working order.

Exchange Unit means new, repaired, or previously used equipment in working order that Contractor conveys to City as a replacement for a Failed Unit. The Failed Unit will become the property of Contractor upon City's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Contractor. City warrants that title to the Failed Unit, and Contractor warrants that title to the Exchange Unit, will be free and clear of all claims, liens, and encumbrances including security interests.

Same Day Service means Contractor will make every reasonable effort to respond to City's requests for on-site Maintenance within four (4) hours provided the request is received no later than four (4) hours prior to the end of City's hours of coverage.

Next Day Service means Contractor will make every reasonable effort to respond to City's request for on-site Maintenance received during a PPM no later than the next PPM.

B. Service Descriptions

Unless specified on the Schedule, the Initial Term of Maintenance for Products added to a system already enrolled under Maintenance will be coterminous with the applicable term of the Services on that system and, for purposes of changes to Maintenance charges, will be deemed to have the same commencement date as the applicable term of the Services on that system. The specific Services for each Service Level are identified as follows:

1. **Support Center Services** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies. Some non Contractor Products are not included in this service..
2. **User Communication Services** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Contractor will make reasonable efforts to provide detours or corrections for Contractor Products or non Contractor products if available to Contractor at no additional charge from the vendor. City will install all error corrections. User Communication Services and UCF submissions are available only for Products for which Contractor is then currently providing development center support (also called engineering support).
3. **Essential Engineering Changes** are changes released by Contractor for safety purposes or changes Contractor determines are essential to the performance of equipment. Changes will be installed a t a

mutually acceptable time during the applicable hours of coverage. For non-*Contractor* equipment, *Contractor* will install Essential Engineering Changes based upon the availability of required materials at no cost to *Contractor* and additional labor charges will apply for Service Levels other than Comprehensive Gold and Platinum.

4. **Equipment Maintenance Parts** are parts required for repairs made by *Contractor* personnel.

5. **Mail-In Service** allows *City*, at its expense and risk, to ship or to bring a Failed Unit to the *Contractor* designated location. Within 7 business days of receipt, *Contractor* repairs the Failed Unit or gives *City* an Exchange Unit.

6. **Software Maintenance Releases** are error corrections and *Maintenance* releases that *Contractor* develops or provides for currently supported Software level(s). *Contractor* licenses these releases only for use on the designated computer system(s) under the applicable license agreement. *City* will install all applicable error corrections and *Maintenance* releases.

7. **Electronic Self Services** provides *City* with access to an Internet web site to place equipment service and Software support requests, to obtain information on known errors and corrections, and to get information on *Contractor Products* and *Services*.

8. **Advance Exchange Service** allows *City* to notify the *Contract* or designated point of contact of a Failed Unit enrolled in the Service. Upon notification, *Contractor* will ship an Exchange Unit to the *City* using a next day delivery service. *City* will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to *Contractor* within 14 days after *City's* receipt of the Exchange Unit. Advance Exchange Service is limited to selected equipment.

9. **Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service, at *Contractor* option, of equipment, if a problem remains unresolved after *City* has utilized Support Center *Services* as prescribed.

10. **Electronic On-Site Services** allows the Support Centers to receive system data from *City* and perform remote failure analysis. *City* will supply the equipment, software, and communication facilities to use the electronic support service capabilities of the *Products* as outlined in the *Contractor Product* support plan.

11. **Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by *Contractor*, will be performed at *City's* location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of coverage.

12. **Systems Operations Review** provides that *Contractor* will meet with *City's* personnel once annually, at a mutually acceptable location and time, to conduct computer systems operation reviews with respect to the *Products*. *City* is responsible for scheduling the meeting. This service applies to systems designated by *Contractor* as enterprise servers or mainframes.

13. **Software On-Call Support** provides on-site service if *Contractor* determines that a Software problem remains unresolved and on-site assistance is required, after *City* has used Support Center *Services* as prescribed. Desktop products are not included in this service.

14. **Equipment On-Call Remedial Maintenance Guaranteed Response** means that if *City* is located within a 60 mile radius from the center of a *Contractor* concentration *City*, *Contractor* commits to have a *City* service representative arrive at *City's* site within four (4) hours during PPM. Response is measured from the time that *Contractor* receives the request for service from *City* until *Contractor* arrives at *City's* site. If *Contractor* moves its concentration *City* or *City* relocates its site so that *City's* site is no longer within a 60 mile radius from the center of a *Contractor* concentration *City*, *Contractor* reserves the right to adjust or eliminate the Service Level.

15. **Support Center Guaranteed Response** (available only during the PPM) provides that *Contractor* will respond to *City's* declared emergencies no later than one (1) hour after receipt of *City's* request at the Support Center designated by *Contractor*.

C. Descriptions of Service Access

Standard Access to Support Center *Services* provides *City* with unlimited use of Electronic Self *Services*. Voice contacts are chargeable on a per call basis at *Contractor* then-current rates.

Premium Access to Support Center *Services* provides *City* with unlimited use of Electronic Self *Services* and an unlimited number of voice contacts with the *Contractor* Support Centers.

D. Descriptions of Response to On-Call Service Requests

Performance Silver provides Next Day Service for Equipment On-Call Remedial *Maintenance*.

Performance Gold and Comprehensive Gold provide Same Day Service for Equipment On-Call Remedial *Maintenance*.

Comprehensive Platinum provides Equipment On-Call Remedial *Maintenance* Guaranteed Response.

Contractor Maintenance Service Levels

The Service Levels as described below are cumulative (e.g., the *Services* defined under Performance are in addition to those defined under Partner). Not all *Services* and Service Levels are available on all *Products*; please see the Service Descriptions for additional details. The hours of coverage for Partner and Performance Service Levels are during the PPM. The hours of coverage for Comprehensive Service Levels are during the COH, unless designated PPM only. Individual *Contractor Maintenance* contained in a higher Service Level than contracted are provided at *City* request, as available, at then-current *Contractor* conditions and charges.

Service Levels

Comprehensive - Platinum

- Equipment On-Call Remedial *Maintenance* Guaranteed Response
- Support Center Guaranteed Response (PPM only)

Comprehensive - Gold

- Systems Operations Review
- Software On-Call Support

Performance - Silver/Gold

- Equipment On-Call Remedial *Maintenance*
- Electronic On-Site *Services*
- Equipment Preventive *Maintenance*

Partner - Silver

- Advance Exchange Service

Partner - Bronze

- Support Center *Services*
- User Communication *Services*
- Essential Engineering Changes
- Equipment *Maintenance* Parts
- Mail-In Service
- Software *Maintenance* Releases
- Electronic Self *Services*

Additional Acceptance Criteria – Steps six (6) and eight (8).

The following onlines and programs must be successfully tested:

IPDS/BARS/PP/8100

IPDS/BARS/PP/8800/COMS

IPDS/BARS/PP/MANAGEMENT

IPDS/CPIS/PP/8000

IPDS/CPIS/PP/8002

IPDS/BSDB/PP/8000

IPDS/BSDB/PP/8100

IPDS/IPDS/PP/8000

IPDS/RPAS/PP/8102

IPDS/RPAS/PP/8103

IPDS/RPAS/PP/8104

IPDS/RPAS/PP/8100

IPDS/RPAS/PP/8105.

real-time online printing, which must work.

More than 400 batch/report programs and over 300 WFL's that must be successfully tested.

In addition to IPDS, one CUES online and several batch/report programs for this system.

These onlines and programs all use DMSII and the programs are written in XGEN or COBOL 74.

We use other utilities such as ERGO, ESPEC/DARGAL to verify data.

All of the onlines are in COMS.

Testing criteria for COMS Window name: LPBS

The following onlines will require testing:

1. LPBS/CAD/pp/8000CoMS-Consumer Affairs file description=IPDS/LPBS/PP/????=21 programs
2. LPBS/FMd/PP/8000COM-Fire file description=12 programs
3. LPBS/BSDB/PP/8100COMS-Building and Safety file description=19 programs
Clearpath must run DMSII, EZSPEC/DARGAL, COMS, COBOL 74, XGENSOURCE, etc.

The Customer Billing and Information System for the City of Detroit Water and Sewerage Department will require testing on the following critical steps in a parallel environment.

(Correctly - having the same results in both the NX5822 and the A17 environments)

1. Database access – TESTCBIS8

- Read/write capabilities
- Maintenance of duplicates status
- Maintenance of field grouping
- Maintenance of key accesses

2. Online operation – WATR/CBIS/PP/0100COMS, WATR/CBIS/SP/0200COMS

- Maintenance of current COMS Window, Program, Agenda, Trancode environments
- Ability to compile using COBOL 74 at release level 4.3 or higher and XGEN at a release level equivalent to a COBOL 74 4.3 release or higher.
- Ability to correctly process data using the database, data files and the object codes for the on-lines.
- Ability to correctly process independent batch reports.
- Ability to correctly process daily, weekly, monthly, quarterly, semi-annual and annual job streams.
- Ability to use existing WFLs (work flow language files).

The City Engineering Billing System for the City Department of Public Works will require testing on the following critical steps in a parallel environment with the same results in both the NX5822 and the A17 environments.

3. Database access – TCEBSBASE

- Read/write capabilities
- *Maintenance* of duplicates status
- *Maintenance* of field grouping
- *Maintenance* of key accesses

4. Online operation – EPAM/CEBS/PP/MP

- *Maintenance* of current COMS Window, Program, Agenda, Trancode environments
- Ability to compile using COBOL74 at release level 4.3 or higher and XGEN at a release level equivalent to a COBOL 74 4.3 release or higher.
- Ability to correctly process data using the database, data files and the object codes for the on-lines.
- Ability to correctly process independent batch reports and updates.
- Ability to correctly process daily, weekly, monthly job streams.
- Ability to use existing WFLs (work flow language files).
- The Inventory Purchasing Management System for the City of Detroit will require testing on the following critical steps in a parallel environment.
- (All the above must have the same results in both the NX5822 and the A17 environments)

5. Database access – TIPAMSBASE

- Read/write capabilities
- *Maintenance* of duplicates status
- *Maintenance* of field grouping
- *Maintenance* of key accesses

6. Online operation – IPAMS/DCON/PP/PGM1, IPAMS/DCON/PP/PGM2

- *Maintenance* of current COMS Window, Program, Agenda, Trancode environments
- Ability to compile using COBOL74 at release level 4.3 or higher and XGEN at a release level equivalent to a COBOL 74 4.3 release or higher.
- Ability to correctly process data using online database, data files and object codes.
- Ability to correctly process independent batch reports.
- Ability to correctly process daily, weekly, monthly, quarterly, semi-annual and annual job streams.
- Ability to use existing WFLs (work flow language files).

7. The Public Lighting Accounting System for the City Detroit Public Department will require testing on the following critical steps in a parallel environment. (Correctly - having the same results in both the NX5822 and the A17 environments)

- Database access – TPLASBASE
- Read/write capabilities
- *Maintenance* of duplicates status
- *Maintenance* of field grouping
- *Maintenance* of key accesses

8. Online operation –

- PLD/PLAS/PP/0001, PLD/PLAS/PP/0002, PLD/PLAS/PP/0003, PLD/PLAS/PP/0004, PLD/PLAS/PP/0005, PLD/PLAS/PP/0006, PLD/PLAS/PP/0007, PLD/PLAS/PP/0008
- *Maintenance* of current COMS Window, Program, Agenda, Trancode environments
- Ability to compile using COBOL74 at release level 4.3 or higher and XGEN at a release level equivalent to a COBOL 74 4.3 release or higher.
- Ability to correctly process data using the database, data files and the object codes for the on-lines.
- Ability to correctly process independent batch reports.
- Ability to correctly process daily, weekly, monthly, quarterly, semi-annual and annual job streams.
- Ability to use existing WFLs (work flow language files)
- Payroll Personnel System (PPS)
- Pension Payroll System
- Pension Annuity System

The current PPS system as of today uses GEMCOS, COBOL68 and ISAM files; however, the planned implementation date for the Y2K compliant system is July 1, 1999. The Y2K compliant system will use COMS, COBOL74 and DMSII.

The following databases must be operational:

- Payroll Y2K Database
- Pension Y2K database
- Pension Annuity Database

) The Payroll System must test the following processes to ensure that the system is functioning properly:
Transmission of data from the B-20 and PC's

- File *Maintenance* Processing (FM)
- Payroll Processing (PayCalc)
- Loading of the database after each process
- Verification of output by users

Ensure that all programs compile without error.

The Pension Payroll System must test the following processes to ensure that the system is functioning properly:

- File *Maintenance* Processing (FM)
- Payroll Calculation (PayCalc)
- Check Write Processing
- Post Pay Update
- Verification of output

The Pension Annuity must be capable of running the Annuity Update Programs.

Also, must be able to use EZSPEC Dargal.

PRODUCT SCHEDULE

NX5822-43CCB ITS SYSTEM

HARDWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
1	A1003-MOD	COMM HW:REMOTE SPRT MODM
1	RM3-APC	POWER:AUTOMATIC CONTROL
2	BRM36-O2	CABINET:36U OPENFRT ADD
2	RM36-APC	INSTL:SKIN APPEAR CLOUD
1	VX1505-BSE	SVR:BASIC SERVER NT
3	CA301-MLI	ADPTR:MLI CHANNEL
6	CA626-ETH	CTRL:MIDRANGE 802.3 C/A
1	A1003-MOD	COMM HW:REMOTE SPRT MODM
1	VX4000-CP3	ACC:MONITOR/KYB/MOUSE
1	RM36-APC	INSTL:SKIN APPEAR CLOUD
4	RM5-CA4	INSTL:CHANNEL ADPTR MOD
11	X378-30	CTRL:ENHANCED DATA COMM
30	X369-24	I/F:RS232 EDC QUAD
8	X369-23	I/F:TDI EDC QUAD
4	HDS417-C	DISK:4GB SCSI HDD SCA
3	RM9-IO4	INSTL:I/O BASE RACK
4	RM3-PS4	POWER:STRIP W/4 OUTLETS
1	USR31000-PDU	POWER:PKG 3U PDU BASIC
1	M9700-LC1	PWR CORD:DOMESTIC
2	RM3-DB2	POWER:200V DIST. BOX
12	VX4000-XCR	COMM HW:TRANSCEIVER
2	CBL133-10	CABLE:10 FT SCSI-3 CABLE
2	RM3-DB2	POWER:200V DIST. BOX
1	M9700-LC1	PWR CORD:DOMESTIC
2	CA602-FDI	CTRL:FDDI CHAN ADAPTER
1	FDI601-OBS	LAN HW:OPTICAL BY-PASS
3	CBL8820-2	CABLE:2FT PCN/TB
1	NX5820-SCP	CONSOLE:PRIMARY SYSTEM
1	NX5802-2X	CONSOLE:DUAL DOM COMPPKG
1	NX5000-1NT	INSTL:SINGLE CONNECT PKG
2	NX5800-RPW	POWER:REDUNDANT
6	CSB3-E3U	I/F:CSBUS3 EXT CMU W/3U
3	CSB3-E6U	I/F:CSBUS3 EXT CMU W/6U
2	CA626-ETH	CTRL:MIDRANGE 802.3 C/A
8	CA322-SCI	ADPTR:DIFFERENTL SCSI 2W
6	CA322-SCI	ADPTR:DIFFERENTL SCSI 2W
2	CA322-SCI	ADPTR:DIFFERENTL SCSI 2W
6	CA312-SCI	ADPTR:DIFFERENTIAL SCSI2
3	CBL131-10A	CABLE:10' SCSI I/O
2	CBL8856-SY	CABLE:10' SCSI DUAL INIT
16	CBL133-80	CABLE:80 FT SCSI-3 CABLE
6	CBL131-80	CABLE:80' SCSI I/O
6	CA301-MLI	ADPTR:MLI CHANNEL
6	CBL50-MLI	CABLE:50FT MLI
6	A930-2	I/F:I/O BASE EXCH 2 MLI
4	CBL1-8	CABLE: 8FT SINGLE RIBBON
4	X902	I/F:NON FCC DLP TO FCC 2
2	CBL1-8	CABLE: 8FT SINGLE RIBBON
4	X901	I/F:NON FCC DLP TO FCC 1
3	CBL25-MLI	CABLE:25FT MLI
1	CBL8820-12	CABLE:12' POWER NET
1	RNX5820-SCP	CONSOLE:REDUNDANT NX5820
2	RM3-DBT	INSTL:RACK MNT PDB TRAY
2	UPR1000-I	POWER:1KVA RCKMNT UPS
2	UPS99-WC2	ACC:UPS 9-9PIN WIRING 2
1	DS200082-BAU	SYS:DS/2B BASE UNVRSL OS
1	DSR2400-512	PROC:400MHZ 512K C
1	DIM10072-256	MEM:256MB DIM

PRODUCT SCHEDULE

NX5822-43CCB ITS SYSTEM

2 HDS417-C	DISK:4GB SCSI HDD SCA
1 PCT1200-INT	TAPE:1GB QIC TAPE DRIVE
1 ETH1010071-PCI	COMM HW:10/100MB TX PCI
1 EVG3100-P	DISPLAY:PERF 17" MONITOR
1 PCK104-SKB	KEYBD:SPACE SAVER
1 PWM1-PS2	MOUSE:2 BUTTON MOUSE/PS2
6 D4400-DV	SYS:VL8 400MHZ DSKTOP
6 D2826-A	DISPLAY:15" COLOR
6 D7880-AV	ACC:UNISYS DT KIT
6 D6262-AV	MOUSE:SCROLLING
6 D6255-AV	ACC:MATROX MILLENIUM 8MB
2 CIM9-ADD	I/F:ADD'L CIOM W/CBL MGR
1 DSA400-PWR	POWER:AC P/S 400W TOWER
1 DIM1072-128	MEM:DIMM/128MB/10NS/3.3V
1 SP5535000-CER	CER:NX582242-243 DUAL DO
1 NX5822-42	SYS:DUAL DOMAIN/DUAL CP
1 SVG100-EXT	CABLE:SVGA EXTENSION
1 NX5822-2X	CONSOLE:DUAL DOMAIN PKG
1 VX1500-4PR	PROC:4 PROC PROMO PKG
1 PCT12000-DAT	TAPE:12/24GB DDS3 SCSI
1 EXD221-SXR	ACC:2U/2DEVICE EXP DRAWR
1 CBL224-OSM	CABLE:EXTNL SCSI 4FT 68P
4 DIM5072-256	MEM:256MB 50NS DIMMS
1 B25-LC	PWR CORD:LINE CORD
1 DSA400-PWR	POWER:AC P/S 400W TOWER
1 B25-LC	PWR CORD:LINE CORD
1 CAB191-SXR	CABINET:19 U RACK CABINT
5 PAN31-SXR	ACC:3 U HEIGHT FIL PANEL
1 WGT39581-SXR	ACC:STABILIZER KIT WT
1 B25-LC	PWR CORD:LINE CORD
1 DOR191-SXR	ACC:FRNT DOOR W/LCK 19 U
1 PAN1921-SXR	ACC:19U SIDE PANELS
1 RAD302-PCI	CTRL:3CHAN RAID W/O MEM
1 RAD302-BAT	ACC:CACHE MEM BKUP BATT
2 RAD3642-MEM	MEM:64M SIM - RAD302-PCI
1 CBL321-SFR	CABLE:SFR WIDE SCSI CBL
1 CAG31-DR2	ACC:DR/2 DRIVE CAGE
1 ADP68501-FTF	ADPTR:68 TO 50 PIN FEMAL
1 PWM1-PS2	MOUSE:2 BUTTON MOUSE/PS2
1 PCK104-SKB	KEYBD:SPACE SAVER
1 SVG100-EXT	CABLE:SVGA EXTENSION

PRODUCT SCHEDULE

NX5822-43CCB ITS SYSTEM

SOFTWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>LICENSE TERM</u>
3	A99-CPC	COM SW:CP2000 CONFIGRTR	ETP60
1	A99-L1	LINC:LITE -FIRST USER	ETP60
1	A99-L2	LINC:LITE -SECOND USER	ETP60
1	C99-BSC	COM SW:BISYNC STATN GRP	ETP60
1	C99-TTY	COM SW:TTY STATION GRP	ETP60
1	C99-TTY	COM SW:TTY STATION GRP	ETP60
10	CP2000-COS	O/S:CP2000 OPER SYS	ETP60
2	CP2000-COS	O/S:CP2000 OPER SYS	ETP60
4	CP2000-COS	O/S:CP2000 OPER SYS	ETP60
4	CP2000-COS	O/S:CP2000 OPER SYS	ETP60
5	LDV100-CDS	SUBSCRN:LINC CONCUR DEV	ETP60
1	LDV100-NDS	SUBSCRN:LINC NAMED DEV	ETP60
1	LND90-SUB	SUBSCRN:LINC DP ULTD G90	ETP60
1	LNG100-ENT	SUBSCRN:LINC GEN ENTER	ETP60
1	NXU5822-43W	SUBSCRN:SSU 5822-43	ETP60
6	D6267-AV	O/S:NT WORKSTATION	OTC
5	LDV999-CD	LINC:DEV-1 CONCURRNT USR	OTC
1	LDV999-ND	LINC:DEV-1 NAMED USER	OTC
1	LND90-NNC	LINC:DEP UN G90 NXW/NT	OTC
1	LNG999-NXN	LINC:GEN NX WITH NT	OTC
1	NXP90-ALG	CMPLR:ALGOL/DCALGOL	OTC
1	NXP90-BAR	SYS MGT:ACTIVITY RPTING	OTC
1	NXP90-C74	CMPLR:COBOL ANSI 74	OTC
1	NXP90-CSC	CMPLR:C	OTC
1	NXP90-CSM	SYS MGT:TQ SMFII	OTC
1	NXP90-DAC	SEC SW:INFOGUARD ACC	OTC
1	NXP90-DB1	DATAMGT:DBATOOLS	OTC
1	NXP90-DCS	COM SW:DATA COMMUNICATN	OTC
1	NXP90-DMT	DATAMGT:DMSII DM INTRPTR	OTC
1	NXP90-ERG	DATAMGT:ERGO	OTC
1	NXP90-HSV	COM SW:HOST SERVICES	OTC
1	NXP90-IDD	DATAMGT:INTERPRO ADDS	OTC
1	NXP90-LOG	SYS MGT:LOGGER	OTC
1	NXP90-NFT	FILE XFR:NATIVE FILE XFR	OTC
1	NXP90-OCA	SYS MGT:SYSTEM ASSISTANT	OTC
1	NXP90-PRB	SYS MGT:TQ PROBES	OTC
1	NXP90-RDB	DATAMGT:REMOTE DB BACKUP	OTC
1	NXP90-RMP	COM SW:REMOTE PRINT SYS	OTC
1	NXP90-SDF	DEV AID:SCREEN DESIGN	OTC
1	NXP90-SPI	SYS MGT:SPO/ESE CPNX I/F	OTC
1	NXS58004-43	IOE	OTC
1	NXS840-EEX	IOE:NTE4 1-8 US/CA 25CAL	OTC
1	NXT99-JSN	WWW:NX/WEBSTN UNRESRCTLO	OTC
6	PC1-XVE	WRKST SW:XVISION ECLIPSE	OTC
1	PCE200-CBT	GUI:PCE CBT	OTC
1	PCE2001-DEV	GUI:PCE DEV&RP W/CS	OTC
1	PCE21001-RT	GUI:PCE RT&RP&ICS100U LO	OTC
10	SMS6000-NCL	SYS MGT:SPO U6K NT I/F	OTC
1	SMS6000-SPO	SYS MGT:SPO/ESE ON U6K	OTC
1	SMS6000-STA	SYS MGT:SP STATUS ON U6K	OTC
1	SMS6000-U10	SYS MGT:SPO/ESE UNIV I/F	OTC
1	UNIX7025-LIC	LICENSE:UNIXWR7 25 USERS	OTC
1	UNIX732-ODL	O/S:UW7 ONLINE DATMGR3.2	OTC
1	UNIX97-CMK	O/S:UNIXWR7 MEDIA KIT	OTC
1	UXW7-DEL	O/S:UNIXWR7 DEP ED 25USR	OTC

PRODUCT SCHEDULE

NX5822-32 CAD SYSTEM

HARDWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
1	NX5822-32	SYS:DUAL DOMAIN/DUAL CP
2	CIM9-ADD	I/F:ADD'L CIOM W/CBL MGR
3	RM5-CA4	INSTL:CHANNEL ADPTR MOD
4	CA312-SCI	ADPTR:DIFFERENTIAL SCSI2
14	CA322-SCI	ADPTR:DIFFERENTIAL SCSI 2W
4	CA626-ETH	CTRL:MIDRANGE 802.3 C/A
2	CA602-FDI	CTRL:FDDI CHAN ADAPTER
6	CSB3-E3U	I/F:CSBUS3 EXT CMU W/3U
2	CSB3-E6U	I/F:CSBUS3 EXT CMU W/6U
2	NX5800-RPW	POWER:REDUNDANT
1	NX5820-SCP	CONSOLE:PRIMARY SYSTEM
1	RNX5820-SCP	CONSOLE:REDUNDANT NX5820
2	OSD4111-S20	DISK:SCSI/4GB/7.2K/SEGAT
1	A1003-MOD	COMM HW:REMOTE SPRT MODM
1	VX1505-BSE	SVR:BASIC SERVER NT
8	XER2450-2MB	PROC:QR2 450MHZ XEON
1	NX5820-1NT	INSTL:SINGLE CONNECT PKG
2	QR2000101-RPS	POWER:REDUNDANT PWR SUPP
8	DIM5072-256	MEM:256MB 50NS DIMMS
3	CBL8820-12	CABLE:12' POWER NET
2	USE1936-LC1	INSTL:PWR CORD DOMESTIC
14	CA322-OMC	ACC:OP MICROCODE SCSI 2W
1	RM9-IO4	INSTL:I/O BASE RACK
12	HDS917-C	DISK:9GB 1" SCA SCSI
2	UPS99-WC2	ACC:UPS 9-9PIN WIRING 2
2	UPR1000-I	POWER:1KVA RCKMNT UPS
1	BRM36-O2	CABINET:36U OPENFRT ADD
1	RM36-APC	INSTL:SKIN APPEAR CLOUD
2	RM3-DB2	POWER:200V DIST. BOX
1	RM3-DBT	INSTL:RACK MNT PDB TRAY
2	M9700-LC1	PWR CORD:DOMESTIC
8	VX4000-XCR	COMM HW:TRANSCEIVER
1	VX4000-CP3	ACC:MONITOR/KYB/MOUSE
14	CBL133-60	CABLE:60 FT SCSI-3 CABLE
4	CBL131-20A	CABLE:20' SCSI I/O
1	CBL8820-12	CABLE:12' POWER NET
1	CA301-MLI	ADPTR:MLI CHANNEL
1	CBL25-MLI	CABLE:25FT MLI
2	FDI601-OBS	LAN HW:OPTICAL BY-PASS
4	RM3-PS4	POWER:STRIP W/4 OUTLETS
4	X378-30	CTRL:ENHANCED DATA COMM
8	X369-24	I/F:RS232 EDC QUAD
4	CBL8856-5Y	CABLE:10' SCSI DUAL INIT
2	CBL5-PDB	CABLE:5 METER PDB I/F
1	NX5822-2X	CONSOLE:DUAL DOMAIN PKG
1	VX1505-BSU	SVR:ADD'L SERVER NT
1	NXU5810-NT	INSTL:ADD L CONNECT PKG
1	MOD192-DM2	MEM:96MB (2 CAS LINE)
12	XEO24001-VRM	ACC:VOLTAGE REG MOD
4	D4400-DV	SYS:VL8 400MHZ DSKTOP
4	D2826-A	DISPLAY:15" COLOR
4	D7880-AV	ACC:UNISYS DT KIT
4	D6262-AV	MOUSE:SCROLLING
4	D6255-AV	ACC:MATROX MILLENNIUM 8MB
4	DSH600030-TBT	CABLE:TW PAR 10BAST,30M

PRODUCT SCHEDULE

NX5822-32 CAD SYSTEM

SOFTWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>LICENSE</u> <u>TERM</u>
1	LND80-SUB	SUBSCRN:LINC DP ULTD G80	ETP60
1	NXU5800-32W	SUBSCRN:SSU NX5802-32	ETP60
4	D6267-AV	O/S:NT WORKSTATION	OTC
1	LND80-NNC	LINC:DEP UN G80 NXW/NT	OTC
1	NXP80-BAR	SYS MGT:ACTIVITY RPTING	OTC
1	NXP80-CSS	COM SW:NX SERIES BNAV2	OTC
1	NXP80-DAC	SEC SW:INFOGUARD ACC	OTC
1	NXP80-DCS	COM SW:DATA COMMUNICATN	OTC
1	NXP80-DI2	DATAMGT:DMSII INQUIRY	OTC
1	NXP80-DMT	DATAMGT:DMSII DM INTRPTR	OTC
1	NXP80-ERG	DATAMGT:ERGO	OTC
1	NXP80-HSV	COM SW:HOST SERVICES	OTC
1	NXP80-IDD	DATAMGT:INTERPRO ADDS	OTC
1	NXP80-LOG	SYS MGT:LOGGER	OTC
1	NXP80-NDA	COM SW:NOL II ANALYZER	OTC
1	NXP80-NDP	COM SW:NOL II POST CMPLR	OTC
1	NXP80-OCA	SYS MGT:SYSTEM ASSISTANT	OTC
1	NXP80-RDB	DATAMGT:REMOTE DB BACKUP	OTC
1	NXP80-RMP	COM SW:REMOTE PRINT SYS	OTC
1	NXP80-SDF	DEV AID:SCREEN DESIGN	OTC
1	NXP80-SPI	SYS MGT:SPO/ESE CPNX I/F	OTC
1	NXS58004-32W	IOE:NX5802-32 4.0	OTC
2	NXS840-EEX	IOE:NTE4 1-8 US/CA 25CAL	OTC
4	PC1-XVE	WRKST SW:XVISION ECLIPSE	OTC

PRODUCT SCHEDULE

Non-Unisys Software

OPENWARE/MODIS

PRODUCT

XGEN development License for NX5822-41 (RPM - 1337)

XGEN production License for NX5822-42 (RPM- 2812)

Support

B&L SOFTWARE

PRODUCT

BL/LIB WITH BL/LABEL (NX5822-43)

BL/ROBO (NX5822-43)

BL/PACK (NX5822-43)

BL/SCHED (NX5822-43)

BL/SOURCE (NX5822-43)

BL/CHARGE (NX5822-43)

BL/LIB WITH BL/LABEL (NX5822-32)

BL/ROBO (NX5822-32)

SUPPORT

DECISION SUPPORT INC.

PRODUCT

URSA infoSUITE For A17 to NX5822-41 and A16 to NX5822-42

INCLUDES

EZSPec/DARGAL LEVEL 4, URSA, UniStar ODBC, microXtend,DDE,
Update Module, DSInc Web Server, DARGAL Gateway Interface.

SUPPORT

PRODUCT SCHEDULE

DSI TAPE SILO

HARDWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
2	ALP67176-FDD	TAPE:DL7 F 6DR,176 LIB D
1	ALP67176-FDD	TAPE:DL7 F 6DR,176 LIB D
1	ALP67176-FDD	TAPE:DL7 F 6DR,176 LIB D
2	4125-ORT	TAPE:9TRK OPEN REEL
1	CBL131-80	CABLE:80' SCSI I/O
1	CBL131-10	CABLE:10' SCSI I/O
2	PL50-HUB	PL50 LIBRARY HUB

SOFTWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>	<u>TERM</u>
2	ALP2640-SWD	PERIF SW:DLT LIB SW LICD	ETP60
1	ALP2640-SWD	PERIF SW:DLT LIB SW LICD	ETP60

PRODUCT SCHEDULE

WASTE WATER CNT CHANNELS

QTY	PART #	DESCRIPTION
2	9206	UltraNet Open System Director - 6 Slot Chassis
2	9206-150	System Software for 9206 UltraNet Open System Director
2	9206-110	EMC SRDF Software for attachment to EMC Symmetrix Model 3XXX Only (license per 9206)
4	9612-391	EMC SRDF RLD Channel - 1st Interface Port (For attachment to EMC Symmetrix Model 3XXX Open System
2	9612-512	T3 Interface: IOP and 1st Interface Port (Non-Compressed)
2	R170	Field installation/Deinstallation - UltraNet Director 6 or 12 slot Chassis (per system)
		Installation/Shipping

PRODUCT SCHEDULE

WASTE WATER HP SYSTEM/PLEXUS

Configuration 1

QTY	ITEM	DESCRIPTION
1	A4881A	HP 9000 K580 Server Upgrade
1	A4881A-OS6	24x7 System Support - 1st Year
5	A4872-A	240MHz PA-RISC 8200 CPU with 4MB Cache
5	A4872-OS6	24x7 System Support - 1st Year
4	A3261AN	180 MHz CPU Rebate
4	A3261AN-001	180 MHz CPU Rebate with Return
1	B3929BA	OnLine JFS License
1	B3929BA-AE5	System License for HP 9000 tier 2 SPU's
1	B3929BA-OS6	First Year of System Support Option
1	B3835BA	HP Process Resource Manager License
1	B3835BA-AE5	System License for HP 9000 tier 2 SPU's
1	B3835BA-OS6	First Year of System Support Option
1	B6133AA	HP OV Glance Plus Pak Tier Three, LTU
1	A2992A	Memory Carrier for HP 3000/9000 K-Class
1	A2992-OS4	Installation-System and Network
1	A2992A-OS6	SW TEL; HW WTY 24x7; System Support 1ST Year
4	A3483A	256MB Memory Board for K-Class Servers
4	A3483A-OS4	246MB Memory Module K-Class
1	A4855A	HP 4 Drive 48 Cartridge DLT Library
1	A4855A-704	Provides 4 DLT 7000 Tape Drives
1	A4855A-OS6	24x7 System Support - 1st Year
4	A4852A	SCSI Cable for DLT Library Tape Drives
4	A4853A-BZ8	SCSI Cable 5.9M HDTS68 M/M
1	A4854A	SCSI Robotics Cable for DLT Library
1	A4854A-BZ8	SCSI Cable 5.0M HDTS68 M/M
5	A3404A	HP-HSC 1063 Mbps FC K-Class Adapter
1	A3308A	Standalone FC SCSI Multiplexer
4	A3308A-003	16 Bit FW SCSI Adapter
1	A3308A-004	1063 Mbps Fibre Channel Adapter
1	A3308A-AFY	16 Meter Fibre Channel Cable
1	A3308A-OS6	24x7 System Support - 1st Year
1	J3630BA	Fibre Channel GB Mass Storage License
1	J3630BA-OS6	First Year of System Support
1	CONSULT01	System Software Implementation Services
1	CONSULT02	Implementation Installation Assistance

Configuration 2

QTY	ITEM	DESCRIPTION
4	A3636A	T Class Fibre Channel I/O Interface Card
4	A3636A-OS6	24x7 System Support - 1st Year
1	A3567A	T600 HP HSC Bus Converter
1	A3567-OS6	24x7 System Support - 1st Year
1	B3701AA	HP OV GlancePlus Pak Servers, Media/Man
1	B3701AA-AAU	CD-ROM Certificate Only
1	B3701AA-APZ	HP-UX Version 10.20
1	B3701AA-OS6	Telephone Assist System Support 1st Year
1	B6133AA-OS6	Telephone Assist System Support 1st Year
1	B3919EA	HP-UX Operating System License, Servers
1	B3919EA-AGS	HP-UX Unlimited User/Upgrade from 2 Users
1	B3919EA-APZ	HP-UX Version 10.20
1	B3919EA-UB9	Credit for 64 User Licenses
1	B3919EA-OSN	Phone Assist & LTU for Unlimited Users
1	J2157B-AEP	HP F001/9000, Tier 3 SPU's
1	J2157B-UBU	Add Dual-Attach Interface
1	J2157B-056	First Year Support - 7x24
1	J2157B-054	Installation

PRODUCT SCHEDULE

CCB/WASTE WATER EMC DISK SUBSYSTEMS

HARDWARE

<u>Qty</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
2	CAB3930-18	SYM 4.8 ICDA 256 3.5 18GB DRIVES
8	DPC2-FC2	2 LOOP DP FIBRE CHANEL MULTI MODE
4	DPC4-RL2	2 PORT DP, REMOTE LINK DIRECTOR SYM 4.8
2	DPC4-US2	4 PORT DP, ULTRA SCSI CHAN DIRECTOR SYM 4.8
103	DSK3031-182	18GB 3.5 O/S FORMATTED DISK DRIVE
16	FC50-M	FIBRE CHANNEL CABLE 50 METERS
1	MEM6144-2	6144 MB CACHE MEMORY SYM 4.8
1	MEM8192-2	8192 MB CACHE MEMORY SYM 4.8
12	SBC1-31	31 METER SBCON CABLE
16	SCI19-68S	19 METER SCSI CABLE
2	DPC2-RLD	2 PORT DP, REMOTE LINK DIRECTOR SYM 4.0
2	DPC4-USC	4 PORT DP, ULTRA SCSI CHAN DIRECTOR SYM 4.0
2	9191-2c	FIBRE HUB
1	9191-4c	FIBRE HUB

SOFTWARE

<u>QTY</u>	<u>STYLE</u>	<u>DESCRIPTION</u>
3	FARPOINT 3X	FARPOINT 3X
2	OSY1-BAS	SYMMGR-BAS
2	OSY1-CTL	SYMMGR-CTL
2	OSY1-DDR	SYMMGR-DDR
1	SRD3700	SRDF-3700
2	SRD37900	SRDF-3900
1	TF1-OPN	TF-OPEN
1	SDM-3900	SDM-3900

EXHIBIT B - FEE SCHEDULE

I. Term

This *Contract* shall be in effect from the date of notice to proceed and shall remain in effect for a period of five (5) years, with options, exercised at the sole discretion of the *City*, to extend the *Contract* for five (5) additional one (1) year terms.

II. General

(a) The *City*, upon Acceptance of each *Product* and *Installation and Migration Service* provided in accordance with the *Exhibits*, will sign a *System Acceptance Certificate*. The *System Acceptance Certificate*, signed by both parties, will be attached to an invoice and submitted by *Contractor* to the *City* for payment. The *City* shall pay all invoices that are accompanied by a fully executed or matured and undisputed *System Acceptance Certificate* and submitted by *Contractor* in accordance with the *City's* Prompt Payment Ordinance, which is incorporated herein by reference.

(b) *Contractor* agrees to provide the *City* with the following price protections for *Contractor Products* and *Installation and Migration Services* listed in *Exhibit A* as of the start date of this *Contract*: (1) if the *City* extends the applicable software extended term plan(s) ("ETP(s)") beyond the original five (5) year term, the prices for the applicable software ETPs will be \$364,955 in year six (6) and \$419,698 in year seven (7); (2) if the *City* extends the *Contractor* hardware and software *Maintenance* beyond the original five (5) year term, the prices for the hardware and software *Maintenance* for years six (6) and seven (7) shall not increase by more than seven percent (7%) of the current list price offered by *Contractor*, per year. The preceding sentence shall not apply to non *Contractor Products* and/or *Installation and Migration Services*.

(c) *Contractor* agrees that it will use its best efforts to provide the *City* with prices at least as low as the charges offered to other *Contractor* customers for the same or substantially similar *Installation and Migration Services* and/or *Products*, taking into account quantity, type, model, configuration, customer locations, service level commitments, etc. *Contractor* agrees that it will use its best efforts ensure that the third parties providing *Services* under this *Contract* provide the *City* with prices at least as low as the charges offered to other third party customers for the same or substantially similar *Installation and Migration Services* and/or *Products*, taking into account quantity, type, model, configuration, customer locations, service level commitments, etc.

III. Products and Maintenance

The following lists the charges to be paid by the *City* upon Acceptance of the listed *Products* and applicable *Maintenance*.

1. NX5822-43 Coleman Young Municipal Center ITS System -	
Development and ProductionA Partitions	\$9,126,863.00
Mainframe HW, SW, and Surety Total	
XGEN/MODIS Software/support	
DARGAL/DSI Software Support	
B&L Software / Support	
Smoke Detection and PDU's (3)	

2.NX5822-32 CAD System-Police CAD and Disaster Recovery Partitions Mainframe HW, SW and Surety Total Smoke Detection and PDU's (1)	\$3,647,729.00
3.Coleman A. Young Municipal Center EMC Disk Subsystem - Coleman A. Young Municipal Center Unisys/DRMS Disk Subsystem1 1 WW EMC Disk Subsystem - Waste Water Work Order / SRDF Disk1 Maintenance	\$3,256,705.00
(Note: Total dollar amount is to be split proportionately between the Waste Water and Coleman A. Young Municipal Center 3930.)	
4. DSI Tape Subsystem - Coleman A. Young Municipal Center DSI Tape Subsystem HW and SW2 2 Beaubien Police Tape Subsystem HW and SW2 Surety Total	\$1,315,970.00
(Note: Total dollar amount to be split proportionately between the Police and Coleman A. Young Municipal Center qualification.)	
5.Waste Water HP System - Plexus HP Upgrade at Coleman Young Municipal Center, Waste Water CNT Channels and Support	\$691,299.00
TOTAL PRICE FOR <i>Products AND Maintenance</i>	\$18,038,566.00

IV. Installation and Migration Services

The following lists the charges to be paid by the City upon Acceptance of the listed *Installation and Migration Services*.

1. Software Compatibility Testing	\$217,233.00
2. Environmental Analysis - ITS Site	23,000.00
3. Software Upgrades, Testing, and Migration	105,565.00
4. Network (NSP to EDCDLP) Migration	17,990.00
5. NX Software Starter Plan	18,540.00
6. A17 to NX5800 Migration <i>Services</i>	20,215.00
7. NX Software Starter Plan	18,540.00
8. A16 to NX5800 Migration <i>Services</i>	19,230.00
9. EMC Disk <i>Services</i>	81,000.00
10. DSI Tape <i>Services</i>	30,234.00
11. Environmental <i>Services</i>	(No Charge)
12. NX5800 Installation <i>Services</i> - CAD	9,265.00
13. Environmental Analysis - Beaubien Site	(No Charge)
14. NX Software Starter Plan	14,620.00
15. EMC Disk <i>Services</i> -- CAD	42,000.00
16. DSI Tape <i>Services</i> -- CAD	21,734.00

17. A11 to NX5800 Migration <i>Services</i>	8,780.00
18. CAD Application Modernization	12,900.00
19. CAD RDB Testing and Enhancements	84,520.00
20. ProductionA Disaster Backup	130,473.00
21. EMC Disk Installation	51,000.00
22. Waste Water HP System Upgrade	17,484.00
23. On-going Technical Support (billed Monthly as used)	34,400.00
24. Training Development and Provisioning	(No Charge)
25. Project Management (billed in 4 equal payments on milestones)	<u>72,025.00</u>

TOTAL price for <i>installation and Migration Services</i>	\$1,050,748.00
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TOTAL Contract price for <i>Products, Maintenance, and Installation and Migration Services</i>	\$19,089,314.00
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EXHIBIT C

DETROIT LIVING WAGE ORDINANCE
CONTRACTOR CERTIFICATION

By signature in the space provided below, the *Contractor* acknowledges receipt of a copy of the Detroit Living Wage Ordinance ("Ordinance"), which copy is attached and made a part of this Exhibit C and affirms that it will comply with this Ordinance in all respects.

A *Contractor* who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance will entitle the *City* to terminate the *Contract*.

Willful violation of the Ordinance will result in a penalty paid to the *City* in the amount of \$50.00 per violation for each day the violation continues. The *City* may withhold from payments to the *Contractor* the amounts that are necessary to make these payments.

A *Contractor* who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the *City* for a period of ten (10) years from the last violation.


Signature of Contractor 7/7/99
Date

DETROIT LIVING WAGE ORDINANCE

SEC. 18-5-71. PURPOSE.

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

SEC. 18-5-72. APPLICABILITY.

- (a) This ordinance applies to any individual, proprietorship, partnership, corporation, trust, association or other entity which is a contractor or a grantee, defined as follows:
 - (i) a contractor is a party to a contract with the City of Detroit primarily for the furnishing of *Services* (as opposed to the purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000.00, including any subcontractor of such contractor;
 - (ii) a grantee is the recipient of any financial assistance from the City in excess of \$50,000.00, including any federal grant program administered by the city, revenue bond financing, planning assistance, tax increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any contractors, subcontractors or leaseholders at the subsidized sites.
- (b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.

SEC. 18-5-73. MINIMUM REQUIREMENTS.

- (a) Each contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.
- (b) A living wage means an hourly wage rate which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
 - (i) One hundred and twenty five percent (125%) of the federal poverty level; or
 - (ii) One hundred percent (100%) of the federal poverty level, if health benefits are provided to the employee. Health benefits, for purposes of this ordinance, mean fully paid, comprehensive family medical coverage.
- (c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.
- (d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any change in the amount of the living wage, and shall inform each contractor and grantee of such changes in writing, prior to such adjustment becoming effective.
- (e) To the greatest extent feasible, a covered contractor or grantee shall attempt to fill all new positions created as a result of a contract or financial assistance with employees who are residents of the City of Detroit. The foregoing shall not be interpreted as [a]

residency requirement; nor shall it cause any contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that contractor or grantee.

SEC. 18-5-74. ENFORCEMENT AND PENALTIES.

- (a) Each City contract or grant or financial assistance shall require compliance with this ordinance. Each such contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the contract or grant.
- (b) Every contractor or grantee shall post in a conspicuous place on any jobsite subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify contractors and grantees of the minimum living wage rate, and any adjustments thereto, within a reasonable period before they become effective.
- (c) A contractor or grantee who violates the living wage requirement shall pay to each employee affected the amount of the deficiency, for each day the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments, grants, or financial assistance to the employer such amounts as are necessary to effectuate the payments provided in this paragraph.
- (d) A contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-72(b)]¹, for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday, or date of payment, regardless of the number of employees affected by each incident.
- (e) A person affected by a violation of this ordinance may file a complaint with the [sic] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be constructed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

SEC. 18-5-75. SEVERABILITY.

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SEC. 18-5-76. EFFECTIVE DATE.

This ordinance shall apply to any contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.

¹ Editor's Note: See Section 18-5-72(a)(ii).

EXHIBIT D

LICENSE

1. The *Contractor* grants to the *City* a personal, non-exclusive and non-transferable license to use Software and related documentation according to the terms and conditions of this Agreement, solely for the *City's* internal data processing requirements on the Unisys SPU in the United States on which Software is initially installed. The *City's* use of Software will also be governed by any additional conditions mutually agreed upon prior to delivery of Software. The *City* agrees that the *Contractor* may periodically inspect the computer site in order to audit Software supplied by the *Contractor* installed at the *City* at mutually agreed upon times. If a separate license agreement accompanies non *Contractor* commodity Software, then the separate license agreement terms will supersede the license terms in this License for that Software.

2. The *City* may modify any of *Contractor's* application Software and may combine this Software with other programs or materials to form an updated work, provided that upon termination of the license, the *Contractor's* application Software will be removed from the updated work and returned to the *Contractor*. The *City* will not decompile or disassemble any Software provided under this Agreement or modify Software which bears a copyright notice of any third party.

3. The *Contractor* provides no media or documentation for Software designated "LO" (License Only). The *City* may make (a) one archival copy (for backup purposes) of each item of Software, and (b) one copy, as required, for each license granted of Software designated "LO." Each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. Software designated "SUBSCRN" (subscription) entitles the *City* to functional updates that the *Contractor* releases for the same eligible base Software during the applicable term of the subscription, provided the *City* has a current license and the latest applicable Software *Maintenance Releases* for the eligible base Software. Software designated "DRIVER" is for use solely with those models of device types specified in the driver's then-current published specification and a license is required for each separately addressable unit of a device type.

4. If the SPU on which any item of Software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to an alternative SPU until the original SPU becomes available.

5. No license is granted to the *City* to use any of the *Contractor's* proprietary operating system Software to assess, test or develop any hardware products or device handler software or operating system software that will be marketed by the *City* or others for compensation. The *City* may develop other software programs and may test fully developed, commercially available non Unisys hardware products or software programs where such testing is solely intended for the *City's* internal evaluation of the fitness of such *Product* or program for the *City's* own internal data processing purposes.

6. If the *City* desires to: (a) use Software in a service bureau mode, (b) use Software at another location, (c) use Software as restricted in Section 11.5, or (d) transfer operational use of the Software to a third party; then Client must request prior permission in writing from the *Contractor*. The *Contractor* will then advise the *City* whether, and under what terms and conditions, the *Contractor* will license the Software as requested. All restrictions applicable to the *Contractor* will also apply to any permitted service bureau or third party users.

7. This Agreement does not transfer to the *Contractor* title to any intellectual property contained in any Software, documentation or Proprietary Information.

8. No party is entitled to use any Software unless the party has a valid written license to use such Software and all applicable charges for the use of such Software have been paid, except that the *City* may

authorize temporary use of Software by a third party, only for the *City's* benefit, to assess, test or develop software programs to the extent authorized by Section 11.5 or to perform consulting Services and studies, provided such third party agrees in writing to be bound by the provisions of this license regarding Proprietary Information and Software.

9. In the event that *Contractor*: 1.) discontinues its *Maintenance* and support of its own Software, or 2.) discontinues its software business, or 3.) is under a Court order to do so, *Contractor* shall provide the *City* with reasonable assistance to identify a third party capable of providing the *City* with *Maintenance* and support of the *Contractor* Software or, in the event that *Contractor* and the *City* are unable to identify a third party support provider, shall furnish to the *City* such documentation, including source code, as the *City* requires solely for the purpose of providing internal *Maintenance* and support of the *Contractor* Software. The *City* acknowledges and agrees that all such documentation shall be considered "Confidential Information" in accordance with Section 14 of this *Contract*. Nothing contained herein shall be construed as transferring to the *City* title to any Proprietary Information or intellectual property contained in the *Contractor* Software, documentation or Proprietary Information."

EXHIBIT E

System Acceptance Certificates

Certificate for the Software Compatibility Testing

Contractor represents and warrants that *Contractor* has notified the *City* that the ISAM, GEMCOS, PLISUPPORT and COBOL68 has been installed and tested by *Contractor* and that the system is functioning in compliance with the Professional *Services* Contract between the *City* of Detroit, Michigan (*City*) and Unisys Corporation ("*Contractor*"), Contract No. _____ (the "*Contract*").

Unisys Corporation

By: _____

Its: _____

Date: _____

The *City* accepts that the ISAM, GEMCOS, PLISUPPORT and COBOL68 has been installed and tested by *Contractor* and that the *City* has tested the ISAM, GEMCOS, PLISUPPORT and COBOL68 facilities on an NX5800 platform for a period of not longer than thirty calendar days from the date of notification from *Contractor* of the installation and testing. In the event the *City* does not sign this *System Acceptance Certificate* and notify *Contractor* of the lack of compliance with the above deliverables, or proper functioning of the software within such thirty (30) day period, the *City* will be deemed to have accepted the ISAM, GEMCOS, PLISUPPORT and COBOL 68.

This Certificate will be used as evidence of Acceptance of the above referenced Installation and Migration Service and will be attached to the applicable invoice to require payment to *Contractor* for the Installation and Migration Service as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$217,233.

Accepted:

Information Technology Services Department

City of Detroit, Michigan

By: _____

Its: _____

Date: _____

System Acceptance Certificate for the Environmental Analysis - ITS Site

Contractor represents and warrants that *Contractor* has notified the *City* that the site audit has been completed and *Contractor* has delivered and reviewed the audit results with a representative of the *City* in compliance with the Professional Services Contract between the *City* of Detroit, Michigan (*City*) and Unisys Corporation ("*Contractor*"), Contract No. _____ (the "*Contract*").

Unisys Corporation

By: _____

Its: _____

Date: _____

The *City* accepts that it has received and reviewed the results of audit. If the *City* does not sign this *System Acceptance Certificate* within ten business days from the date that the audit results are reviewed without providing notice of disagreement, the *City* will be deemed to have accepted this service.

This Certificate will be used as evidence of Acceptance of the above referenced Installation and Migration Service and will be attached to the applicable invoice to require payment to *Contractor* for the Installation and Migration Service as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$23,000.

Accepted:

Information Technology Services Department

City of Detroit, Michigan

By: _____

Its: _____

Date: _____

System Acceptance Certificate for the Software Upgrades, Testing and Migration

Contractor represents and warrants that Contractor has notified the City that the following *Installation and Migration Services* have been completed in compliance with the Professional *Services Contract* between the City of Detroit, Michigan (City") and Unisys Corporation ("Contractor"), Contract No. _____ (the "Contract"):

1. Single-point operations (SPO); Contractor notified City that the system is operational, and has demonstrated the operational capability to a City representative. If SPO installation is completed prior to the completion of NX5800 system installations, Contractor will continue to integrate each NX5800 system platform into the SPO environment, regardless of the date of service acceptance. For this acceptance to take place, a minimum of 1 NX5800 partition must be capable of being operated from the SPO environment.
2. Coleman A. Young Municipal Center Development DMS/LINC Upgrade; The City Development system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).
3. Coleman Young Municipal Center ProductionA DMS/LINC Upgrade; The City ProductionA system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).
4. CAD Production DMS/LINC Upgrade; The City Police CAD system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).
5. Police Disaster Recovery DMS/LINC Upgrade; The City Coleman Young Municipal Center Disaster Recovery system has successfully been migrated to the 45.1 levels of DMS and RDB (Remote Database Backup).

Unisys Corporation

By: _____

Its: _____

Date: _____

The City accepts that the SPO is operational; the City Development System has been successfully migrated to the 45.1 levels of DMS and RDB; the City ProductionA system has successfully been migrated to the 45.1 levels of DMS and RDB; the City Police CAD system has successfully been migrated to the 45.1 levels of DMS and RDB; and the City Coleman Young Municipal Center Disaster Recovery system has successfully been migrated to the 45.1 levels of DMS and RDB. If the City does not sign this *System Acceptance Certificate* within ten business days from the date the last above referenced migration without providing a notice of disagreement, the City will be deemed to have accepted this service.

This Certificate will be used as evidence of acceptance of the above referenced Installation and Migration Service and will be attached to the applicable invoice to require payment to Contractor for the Installation and Migration Service as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$105,565.

Accepted:

Information Technology Services Department, City of Detroit, Michigan

By: _____

Its: _____

Date: _____

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System Acceptance Certificate for the Network (NSP to EDCDLP) Migration

Contractor represents and warrants that *Contractor* has notified the *City* that an EDC-DLP has been installed, existing protocols have been migrated and tested, and a new Network Information File was delivered for use on an NX5800 platform in compliance with the Professional *Services* Contract between the *City* of Detroit, Michigan (*City*) and Unisys Corporation ("*Contractor*"), Contract No. _____ (the "*Contract*").

Unisys Corporation

By: _____

Its: _____

Date: _____

The *City* accepts that the EDC-DLP has been installed and that the *City* has tested the following protocols within ten business days from the date *Contractor* notified the *City* that the Installation and Migration Service was completed (1) One terminal on InfoConnect; (2) One terminal on Law Enforcement Inquiry Network (LEIN); and (3) One terminal on the 3270 protocol. In the event the *City* does not sign this *System Acceptance Certificate* and notify *Contractor* of the lack of compliance with the communications requirements of this service within such ten business day period, the *City* will be deemed to have accepted this service.

This Certificate will be used as evidence of acceptance of the above referenced Installation and Migration Service and will be attached to the applicable invoice to require payment to *Contractor* for the Installation and Migration Service as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$17,990.

Accepted:

Information Technology Services Department

City of Detroit, Michigan

By: _____

Its: _____

Date: _____

System Acceptance Certificate for the NX Software Starter Plan

Contractor represents and warrants that *Contractor* has notified the *City* that the starter *Services* have been completed, and the following print-outs and/or media has been delivered to the *City* as evidence that the starter plan is complete: (1) a print-out of a LOG CONFIGURATION, showing the settings and attributes of the partition; (2) a listing of the tailored initialization files for CNS, BNA, TCPIP, and TCPIP printing; and (3) a repair disk and tape backup for the NT operating system on in-built NT servers.

In addition, *Contractor* has demonstrated to the *City* the following functionality as evidence of completed starter plan components: (1) TCPIP printing capability by printing to one client printer on the network from the A-Series side of the NX5800; (2) demonstrate VLAN functionality between the NX A-Series and NT Server side of the platform through NX/*Services*; and (3) demonstrate network connectivity and routing capability by using the PING command to a computer on the local subnet, and a computer on a remote subnet, if any.

The above referenced *Installation and Migration Services* were provided in compliance with the Professional *Services* Contract between the *City* of Detroit, Michigan (*City*) and Unisys Corporation ("*Contractor*"), Contract No. _____ (the "*Contract*").

Unisys Corporation

By: _____

Its: _____

Date: _____

The *City* accepts that the above referenced print-outs and/or media have been delivered, that the above referenced demonstration has occurred. If the *City* does not sign this *System Acceptance Certificate* within ten business days from the date of the demonstration and notify *Contractor* of the lack of compliance with the starter plan requirements of this service, the *City* will be deemed to have accepted this service.

This Certificate will be used as evidence of acceptance of the above referenced *Installation and Migration Service* and will be attached to the applicable invoice to require payment to *Contractor* for the *Installation and Migration Service* as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$18,540.

Accepted:

Information Technology Services Department

City of Detroit, Michigan

By: _____

Its: _____

Date: _____

System Acceptance Certificate for the A17 to NX5800 Migration Services

Contractor represents and warrants that *Contractor* has notified the *City* that the current A17 system has been successfully migrated to the NX 5800 platform partition in compliance with the Professional Services Contract between the *City* of Detroit, Michigan (*City*) and Unisys Corporation (*Contractor*), Contract No. _____ (the "*Contract*").

Unisys Corporation

By: _____

Its: _____

Date: _____

The *City* accepts that the A17 system has been successfully migrated to the NX5800 platform partition and that the *City* has tested the new platform for a period of not longer than thirty business days from the date of notification from *Contractor* of the successful migration and that no significant defects were found in the operating software or the platform by the *City*. If the *City* does not sign this *System Acceptance Certificate* and notify *Contractor* of the lack of compliance with the migration service requirements of this service within such thirty day period, the *City* will be deemed to have accepted this service.

This Certificate will be used as evidence of acceptance of the above referenced Installation and Migration Service and will be attached to the applicable invoice to require payment to *Contractor* for the Installation and Migration Service as set forth in Exhibit B. The total price for the above referenced *Installation and Migration Services* is \$20,215.

Accepted:

Information Technology Services Department

City of Detroit, Michigan

By: _____

Its: _____

Date: _____